

SERFF Tracking Number: USHG-126979179 State: Arkansas
Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47818
Company Tracking Number: GASDPYD-2011-C-AR-FLIC
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.002 Dread Disease
Limited Benefit
Product Name: GASDPYD-2011-C-AR-FLIC
Project Name/Number: /

Filing at a Glance

Company: Freedom Life Insurance Company of America

Product Name: GASDPYD-2011-C-AR-FLIC SERFF Tr Num: USHG-126979179 State: Arkansas

TOI: H07G Group Health - Specified Disease - SERFF Status: Closed-Approved- State Tr Num: 47818
Limited Benefit Closed

Sub-TOI: H07G.002 Dread Disease Co Tr Num: GASDPYD-2011-C-AR-FLIC State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor
Author: Shannon Morgan Cubby Disposition Date: 02/23/2011
Date Submitted: 01/27/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Group Market Type: Association

Overall Rate Impact:

Filing Status Changed: 02/23/2011

State Status Changed: 02/23/2011

Deemer Date:

Created By: Shannon Morgan Cubby

Submitted By: Shannon Morgan Cubby

Corresponding Filing Tracking Number:

Filing Description:

Please see the attached cover letter.

Company and Contact

Filing Contact Information

Shannon M. Morgan, Product Analyst
3100 Burnett Plaza

morgans@ushealthgroup.com
817-878-3748 [Phone]

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801 Cherry Street, Unit 33 817-878-3310 [FAX]
Fort Worth, TX 76102

Filing Company Information

Freedom Life Insurance Company of America CoCode: 62324 State of Domicile: Texas
3100 Burnett Plaza Group Code: 839 Company Type: Accident, Life and Health
801 Cherry Street, Unit 33 Group Name: State ID Number:
Fort Worth, TX 76102 FEIN Number: 61-1096685
(817) 878-3328 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? Yes
Fee Explanation: \$100 per filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Freedom Life Insurance Company of America	\$100.00	01/27/2011	44144078

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/23/2011	02/23/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	02/02/2011	02/02/2011	Shannon Morgan Cubby	02/21/2011	02/21/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Association Group Specified Disease Expense Certificate	Shannon Morgan Cubby	01/27/2011	01/27/2011

SERFF Tracking Number:	USHG-126979179	State:	Arkansas
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Product Name:	GASDPYD-2011-C-AR-FLIC		
Project Name/Number:	/		

Disposition

Disposition Date: 02/23/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: USHG-126979179 State: Arkansas

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Response Letter	Approved-Closed	Yes
Supporting Document	Association Articles & By-Laws	Approved-Closed	Yes
Form	Association Group Specified Disease Expense Certificate	Approved-Closed	Yes
Form (revised)	Association Group Specified Disease Expense Certificate	Approved-Closed	Yes
Form	Association Group Specified Disease Expense Certificate	Replaced	Yes

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Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/02/2011
Submitted Date 02/02/2011

Respond By Date

Dear Shannon M. Morgan,

This will acknowledge receipt of the captioned filing.

Objection 1

- Association Group Specified Disease Expense Certificate, GASDPYD-2011-C-AR-FLIC (Form)
- Association Group Specified Disease Expense Certificate, GASDCYD-2011-C-AR-FLIC (Form)

Comment:

Your cover letter states that the product will be issued to any associations previously filed in our state or that will be filed in the future. This is to advise that we do not give blanket approval to any association.

If you wish to market a new product or previously approved product with an association being the policyholder, the association must be filed with and approved by our Department prior to marketing that product through the association. The association must comply with ACA 23-86-106(2)(A) et al, (C)(i)(ii)(iii), (D)(i)(ii) and (E)(i)(ii) & (iii).

With respect to this submission, you may withdraw the filing in lieu of disapproval or you may submit, for approval, the association information outlined above.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/21/2011
Submitted Date 02/21/2011

Dear Rosalind Minor,

Comments:

Thank you for your letter dated February 2, 2011.

Response 1

Comments: Please see the attached response letter and association documentation.

Related Objection 1

Applies To:

- Association Group Specified Disease Expense Certificate, GASDPYD-2011-C-AR-FLIC (Form)
- Association Group Specified Disease Expense Certificate, GASDCYD-2011-C-AR-FLIC (Form)

Comment:

Your cover letter states that the product will be issued to any associations previously filed in our state or that will be filed in the future. This is to advise that we do not give blanket approval to any association.

If you wish to market a new product or previously approved product with an association being the policyholder, the association must be filed with and approved by our Department prior to marketing that product through the association. The association must comply with ACA 23-86-106(2)(A) et al, (C)(i)(ii)(iii), (D)(i)(ii) and (E)(i)(ii) & (iii).

With respect to this submission, you may withdraw the filing in lieu of disapproval or you may submit, for approval, the association information outlined above.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter

Comment: Please see the attached response letter.

Satisfied -Name: Association Articles & By-Laws
Comment: Please see the attached Association Articles & By-Laws.

No Rate/Rule Schedule items changed.

Sincerely,
Shannon Morgan Cubby

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Project Name/Number: /

Amendment Letter

Submitted Date: 01/27/2011

Comments:

I made a few minor changes to form GASDCYD-2011-C-AR-FLIC and reattached the form.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GASDCYD-2011-C-AR-FLIC	Certificate	Association Group Specified Disease Expense Certificate	Initial					GASDCYD-2011-C-AR-FLIC.pdf

SERFF Tracking Number: USHG-126979179 State: Arkansas

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Limited Benefit

Product Name: GASDPYD-2011-C-AR-FLIC

Project Name/Number: /

Form Schedule

Lead Form Number: GASDPYD-2011-C-AR-FLIC

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Status							
Approved-Closed 02/23/2011	GASDPYD-Certificate 2011-C-AR-FLIC	Association Group Specified Disease Expense Certificate	Initial				GASDPYD-2011-C-AR-FLIC.pdf
Approved-Closed 02/23/2011	GASDCYD-Certificate 2011-C-AR-FLIC	Association Group Specified Disease Expense Certificate	Initial				GASDCYD-2011-C-AR-FLIC.pdf

FREEDOM LIFE INSURANCE COMPANY OF AMERICA

3100 Burnett Plaza • 801 Cherry Street, Unit 33 • Fort Worth, Texas 76102 • 1-800-387-9027

CERTIFICATE OF COVERAGE ASSOCIATION GROUP SPECIFIED DISEASE INSURANCE PLAN

This is **Your Certificate** of coverage under the **Group Specified Disease Insurance Policy** issued to the association that is the **Group Specified Disease Insurance Policyholder** and in which association each **Insured** is an enrolled member. The coverage of all **Insureds** is independent and non-coordinated **Specified Disease** insurance coverage, which is governed and determined by the terms, conditions, definitions, limitations and exclusions contained in this **Certificate**. Certain phrases and words contained in this **Certificate** have the first letter of each word capitalized and the entire word or phrase printed in bold face type. These are generally defined phrases and words, and as such have the express meaning set forth in Section II. DEFINITIONS. This **Certificate** is a legal contract between **You** and the **Company**. Please read it carefully!

Your Certificate is guaranteed renewable to age 65 or in the event an **Insured** otherwise becomes a **Medicare Enrollee**, subject to the **Company's** right to adjust **Renewal Premiums** in accordance with Section IV.B. RENEWAL PREMIUM, and otherwise discontinue or terminate the **Certificate** as provided in Section III.C. TERMINATION OF COVERAGE. The **Initial Premium** for coverage of all **Insureds** under this **Certificate** is due and payable on or before the **Issue Date**. **Renewal Premiums** are due and payable in accordance with the Section IV.B. RENEWAL PREMIUM. You may renew coverage under this **Certificate**, as applicable, by timely payment of the proper amount of **Renewal Premium** when due.

IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION: Please read the copy of **Your** application for coverage, which is attached to and part of this **Certificate**, to verify that no medical history or other information inquired about or contained in the application is incorrect, incomplete or missing. Contact **Us** immediately if any information contained in the application is incorrect, incomplete or missing. Any incorrect or incomplete statements or answers, as well as any missing information could cause a claim to be denied or the coverage under this **Certificate** to be reformed or voided.

This **Certificate** was issued in consideration of (i) the payment of the **Initial Premium**, (ii) upon **Our** reliance upon **Your** representation that the answers to all questions in the application are true, correct and complete, and (iii) upon **Our** reliance upon the representation from **You** and any other applicable **Insureds**, that the content of any supplemental information provided to **Us** in the underwriting process, including information provided during any telephone verification interview regarding **Your** application or by e-mails, facsimiles and correspondence is in each instance correct and complete.

YOUR [10/30] DAY RIGHT TO RETURN THIS CERTIFICATE

If **You** are not satisfied with this **Certificate**, **You** may return it to **Us** within [ten (10) thirty (30)] days after **You** receive it. **You** may return it to **Us** by mail or to the agent who sold it. This **Certificate** will be voided as of the **Issue Date**, and **We** will refund any premium **We** have received prior to **Our** receipt of the returned **Certificate**.



SECRETARY



PRESIDENT

THE COVERAGE UNDER THIS CERTIFICATE PROVIDES ONLY ASSOCIATION GROUP SPECIFIED DISEASE INSURANCE COVERAGE. IT DOES NOT PROVIDE EITHER WORKERS' COMPENSATION COVERAGE OR COMPREHENSIVE MAJOR MEDICAL INSURANCE COVERAGE.

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I. Certificate Schedule

A. GENERAL INFORMATION

Coverage is pursuant to a **Group Specified Disease Insurance Policy** form: [GRP-SD-P-FLIC]

Issued to **Group Specified Disease Insurance Policyholder**:

Certificate form: [GASDPYD-2011-C-FLIC]

Primary Insured:

Age at Issue:

Certificate Number:

Issue Date:

Other Insureds on **Issue Date:**

Beneficiary:

Initial Premium:

Amount	Mode Of Premium Payment	Method
\$	[Monthly, Quarterly, Semi-Annual, Annual]	[Credit Card, Check]

First Renewal Date:

First Renewal Premium	Mode Of Premium Payment	Method
\$	[Monthly, Quarterly, Semi-Annual, Annual]	[Bank Draft]

Premium Rate Guarantee Period: [12 24 36 48] months

B. COVERAGE SCHEDULES

- Lifetime Certificate Maximum Per Insured:** [\$2,000,000 - \$5,000,000]
- Lifetime Transplant Maximum Per Insured:** [\$500,000 - \$1,000,000]
- Policy Year Maximum Benefit Per Insured:** [\$100,000 - \$1,000,000 or Lifetime Certificate Maximum Per Insured]

4. DEDUCTIBLE SCHEDULES:

The following deductibles are to be paid by the **Insured** in addition to the **Insured Coinsurance Percentage** before any **Specified Disease Benefits** are payable by **Us** for **Covered Expenses**:

- A. **Policy Year Deductible per Insured:** [\$2,500 - \$50,000]
- B. **Failure to Pre-Certify Treatment Deductible:** [\$1,000 - \$3,000]
- C. **Separate Deductible For Non-Participating Providers:** [\$2,500 - \$50,000]

5. COINSURANCE PAYMENT SCHEDULES – PARTICIPATING PROVIDERS:

For **Participating Providers**, after satisfaction of all applicable deductibles, the following **Company Insurance Percentage**, **Insured Coinsurance Percentage**, and **Insured Maximum Participating Provider Coinsurance Payment**, apply to all **Covered Expenses** in a **Policy Year**:

- A. **Company Insurance Percentage:** [50% - \$100%]
- B. **Insured Coinsurance Percentage:** [50% - 0%]
- C. **Insured Maximum Participating Provider Coinsurance Payment:** [\$0 - \$10,000]

6. COINSURANCE PAYMENT SCHEDULES – NON-PARTICIPATING PROVIDERS:

For **Non-Participating Providers**, after satisfaction of all applicable deductibles, the following **Company Insurance Percentage**, **Insured Coinsurance Percentage**, **Insured Maximum Non-Participating Provider Coinsurance Payment**, and **Separate Deductible For Non-Participating Providers** apply to all **Covered Expenses** in a **Policy Year**:

- A. **Company Insurance Percentage:** [50% - 80%]
- B. **Insured Coinsurance Percentage:** [50% - 20%]
- C. **Insured Maximum Non-Participating Provider Coinsurance Payment:** [\$6,000 - \$20,000]

7. ACCESS FEES

- A. **Emergency Room Access Fee** in the amount of \$100 - \$500 per **Insured** per **Emergency Room** visit to either a (waived for any **Emergency Room** visit if the **Insured** is **Confined** in a **Hospital** on the order of a **Participating Provider** or a **Non-Participating** within twenty-four (24) hours following such **Emergency Room** visit).
- B. **Laboratory and Diagnostic Testing Access Fee** in the amount of \$100 - \$500 per test for each of the following **Inpatient** and/or **Outpatient** diagnostic tests:

MRI,
CAT Scan,
Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests)

II. DEFINITIONS

The following terms or words that have the first letter of each word (including the plural form of such word) capitalized and the entire word or phrase printed in bold face type as used within any phrase, sentence, paragraph, provision or schedule in this **Certificate** shall have the express meaning set forth below:

"Access Fee(s)" means the **Emergency Room Access Fee**, and the **Laboratory and Diagnostic Testing Access Fee**. The remaining amount of **Covered Expenses** after the application and satisfaction of the designated **Access Fee** for applicable **Specified Disease Benefits** is subject to the **Policy Year Deductible** and the **Insured Coinsurance Percentage**. The amount of each applicable **Access Fee** is shown on the **Certificate Schedule**.

["Adrenal Hypofunction (Addison's Disease)"] means a sickness characterized by the diminishing function of the kidneys, marked by bronze like pigmentation of the skin, severe prostration, progressive anemia, low blood pressure, diarrhea, and digestive disturbance, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Amyotrophic Lateral Sclerosis (Lou Gehrig 's Disease)"] means a degenerative motor neuron sickness characterized by atrophy of the muscles of the hands, forearms, and legs spreading to involve other parts of the body, which results from the degeneration of the upper motor neurons in the medulla oblongata and the lower motor neurons in the spinal cord, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **"Amyotrophic Lateral Sclerosis (Lou Gehrig's disease)"** includes AranDuchenne muscular atrophy.]

"Alcoholism" means the chronic and habitual use of alcoholic beverages by any person to the extent that such person has lost the power of self-control with respect to the use of such beverages.

"Ambulatory Surgical Center" means a state licensed public or private establishment with an organized medical staff of **Providers** with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures and continuous **Provider** services and registered professional nursing services whenever an **Insured** is in the center that does not provide services or other accommodations for the overnight stay of patients.

Ambulatory Surgical Center does not include a facility that primarily terminates pregnancies, a **Provider's** office maintained for the practice of medicine, or an office maintained for the practice of dentistry.

["Arteriosclerosis"] means sickness characterized by thickening and hardening of the arterial wall and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **"Arteriosclerosis"** includes atherosclerosis, focal calcification arteriosclerosis (Mönckeberg's Disease), arteriolosclerosis, and other similar sicknesses of the cardiovascular system.]

["Bacterial Infection"] means a sickness characterized by multiplication of abnormal bacteria within the body, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"Beneficiary" means the individual or organization listed on the **Certificate Schedule** as the **Beneficiary**.

"Bone Marrow Transplants" means the **Medically Necessary** transplantation, combined transplantation, and sequential transplantation procedures, sometimes referred to as "Bone Marrow Reconstitution or Support" in which **Medically Necessary** human blood precursor cells are administered following myelosuppressive or ablative therapy are received by an **Insured** while coverage for such **Insured** under this **Certificate** is in full force and effect. Such cells may be derived from such **Insured** in an autologous harvest, or from a matched donor for an allogeneic transplant.

["**Brain and Nervous System Disease**"] means a sickness of any portion of the brain, central nervous system and peripheral nervous system, and all complications thereof that is not excluded from coverage in this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Brand Name Drug**"] means a **Prescription Drug** for which a pharmaceutical company possesses either (i) an active and valid registered patent or (ii) an active and valid registered trade name after expiration of such patent.]

"**Breast Reconstruction**" means reconstruction of a breast incident to a **Mastectomy** to restore or achieve breast symmetry. **Breast Reconstruction** includes surgical reconstruction of a breast on which **Mastectomy** surgery has been performed in order to establish symmetry, as well as prostheses and services and other supplies that are **Medically Necessary** for any physical complication, including lymphedemas, at all stages of the reconstruction incident to a **Mastectomy**.

["**Cancer**"] means a sickness characterized by the presence of any malignant tumor, or by the uncontrolled, abnormal growth and spread of malignant cells with invasion of normal tissue and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. "**Cancer**" includes all forms of diagnosed carcinoma or malignancy that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** such as (i) malignant melanoma, (ii) Leukemia, (iii) Lymphoma, (iv) Hodgkin's Disease, (v) skin cancer other than malignant melanoma, (vi) cancer in situ, (vii) tumors that are histologically described as a premalignant tumors or polyps, (viii) tumors histologically described as non-invasive (including but not limited to breast carcinoma-in-situ, intraepithelial neoplasia, and cervical dysplasia), (ix) transitional carcinoma of the urinary bladder, and (x) papillary or mixed papillary-follicular thyroid carcinoma.]

["**Cardiovascular Disease**"] means a sickness of any portion of the cardiovascular and circulatory system, (including the blood), and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"**Certificate**" means this contract of coverage between all **Insureds** and the **Company** that was issued under the **Group Specified Disease Insurance Policy**. This contract of coverage consists solely of (i) this written CERTIFICATE OF COVERAGE, (ii) the application for coverage of each **Insured**, which application is attached hereto and by this reference incorporated for all purposes, and (iii) any riders, endorsements or amendments attached hereto.

"**Certificate Of Conversion Coverage**" means the documents prepared by **Us** in accordance with the provisions of Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION, which on their effective date will replace this **Certificate** as the contract of coverage between the applicable **Insured** and the **Company**, consisting of (i) an endorsement removing each applicable **Insured** from this **Certificate**, and (ii) a new certificate of coverage for each applicable **Insured** with the same applicable provisions as this **Certificate**, including any riders or amendments attached hereto, but bearing a new certificate number.

"**Certificate Schedule**" means the schedule of **Certificate** information that commences on page 3 of this **Certificate**.

"**Class**" means the classification by **Us** of (i) individuals to whom **We** have issued new coverage for the purposes of the calculation of their **Initial Premium** rates, and (ii) individuals to whom **We** have previously issued coverage for purposes of the calculation of their **Renewal Premium** rates.

"**Company**" means Freedom Life Insurance Company of America.

"**Company Insurance Percentage**" means the portion of the **Covered Expenses We** must pay to or on behalf of an **Insured** for **Specified Disease Benefit** under this **Certificate**, after satisfaction by the **Insured** of (i) all applicable **Access Fees**, (ii) all applicable deductibles and (iii) the amount of the applicable **Insured Coinsurance Percentage**. The **Company Insurance Percentage** is shown on the **Certificate Schedule** for **Covered Expenses** for **Specified Disease Benefits** at (i) **Participating Providers**; and (ii) **Non-Participating Providers**.

[**“Complications of Pregnancy”** means: a sickness related to the pregnancy of an **Insured** (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy, but which sickness is adversely affected by pregnancy, including but not limited to, acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. Non-elective **Emergency** cesarean sections, termination of ectopic pregnancy, and spontaneous termination of pregnancy occurring during a period of gestation in which a viable birth is not possible shall be considered treatment of a **“Complication of Pregnancy.”** Provided, however, **“Complications of Pregnancy”** does not mean or include (i) false labor, (ii) occasional spotting, (iii) **Provider** prescribed rest during the period of pregnancy, (iv) morning sickness, (v) hyperemesis gravidarum, (vi) pre-eclampsia, and (vii) any similar conditions associated with the management of a difficult pregnancy, unless such condition constitutes a nosologically distinct complication.]

“Confinement or Confined” means **Inpatient** services received as a resident bed patient for not less than eight (8) hours in a **Hospital**. A period of **Confinement** begins on the date of admission to the **Hospital** as an **Inpatient** and ends on the date of discharge. **“Covered Expenses”** means for the covered items and services listed in the SPECIFIED DISEASE BENEFITS Section of this **Certificate** the amount of expenses actually incurred by an **Insured**, after the **Issue Date** of this **Certificate** and before **Termination of Coverage**, as a result of being **Provided** applicable medical, surgical, or diagnostic services, supplies, care, and other applicable treatment for a **Specified Disease**, which in each event is **Medically Necessary**, up to but not exceeding the amount of each of the following:

1. the **Maximum Allowable Charge** for each applicable medical, surgical or diagnostic service, supply, care or other applicable treatment;
2. the **Lifetime Certificate Maximum Per Insured**;
3. the **Lifetime Transplant Maximum Per Insured**;
4. the amount of any other applicable coverage limit or excluded amount set forth in any limitation, exclusion or waiting period that is contained in any Section in this **Certificate** and/or in any exclusionary or limiting rider, amendment or endorsement attached hereto; and
5. the **Policy Year Maximum Benefit Per Insured**.

“CPT Code” means the applicable numeric code assigned to a particular medical procedure **Provided** consistent with the most current version of the *Physicians’ Current Procedural Terminology*, published by the American Medical Association on the date charges for such procedure are incurred by an **Insured**.

“Custodial Care” means care given mainly to meet personal needs. It may be provided by persons without professional skills or training. **“Custodial Care”** includes, but is not limited to, help in walking, getting in and out of bed, bathing, dressing, eating and taking medicine.

[**“Cystic Fibrosis”** means a multisystem sickness characterized by chronic airway infection leading to bronchiectasis and bronchiolectasis, exocrine pancreatic insufficiency, abnormal sweat gland function, urogenital dysfunction, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[**“Diabetes”** means a metabolic sickness characterized by carbohydrate utilization reduction with lipid and protein enhancement caused by an absolute or relative deficiency of insulin, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[**“Diabetes Equipment”** means blood glucose monitors, insulin pumps and associated appurtenances, insulin infusion devices, and podiatric appliances for the prevention of complications associated with diabetes.]

[**“Diabetes Self-Management Training”** means training provided by a health care practitioner or **Provider** who is licensed, registered or certified in this state to provide appropriate health care services for the treatment of diabetes.]

[**Diabetes Self-Management Training** includes:

1. training provided after the initial diagnosis of diabetes, including nutritional counseling and proper use of **Diabetes Equipment** and **Diabetes Supplies**;
2. training authorized on the diagnosis of a **Provider** or other health care practitioner due to a significant change in the **Insured's** symptoms or condition which necessitates changes in the self-management regime; and
3. periodic or episodic continuing education training when prescribed by an appropriate health care practitioner as warranted by the development of new techniques and treatments for diabetes.]

["**Diabetes Supplies**" means (a) test strips for blood glucose monitors; (b) visual reading and urine test strips; (c) lancets and lancet devices; (d) insulin and insulin analogs; (e) injection aids; (f) syringes; (g) prescriptive oral agents for controlling blood sugar levels; and (h) glucagon emergency kits.]

"**Disability Period**" means the period of time that the **Primary Insured** is continuously **Totally Disabled** while coverage under the **Certificate** for such **Primary Insured** is in full force and effect.

"**Emergency**" means the sudden onset of a **Specified Disease** manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

1. placing the patient's health in severe jeopardy;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

"**Emergency Care Facility**" means a state licensed public or private establishment with an organized medical staff of **Providers** with permanent facilities that are equipped and operated primarily for the purpose of rendering **Outpatient Emergency** medical services for sickness and injuries, and which facility does not render **Inpatient** services. **Emergency Care Facility** does not include the **Emergency Room** of a **Hospital**, an **Ambulatory Surgical Center**, a facility that primarily terminates pregnancies, a **Providers** office maintained for the practice of medicine, or an office maintained for the practice of dentistry.

"**Emergency Room**" means the designated **Outpatient** area of a **Hospital** that is open twenty four (24) hours a day and intended by the **Hospital** as its location to receive acutely ill or injured patients, and which provides **Medically Necessary** diagnosis and treatment on an **Emergency** basis prior to either the resolution of patient's **Emergency** and discharge from such **Emergency Room** of the **Hospital** or the transfer of such patient to another designated area of the **Hospital** where the patient is then **Confined** as an **Inpatient**.

"**Emergency Room Access Fee**" means the amount of **Covered Expenses** under Section V.A. EMERGENCY ROOM SERVICES, an **Insured** must incur before any **Specified Disease Benefits** are payable under this **Certificate** if such **Insured** receives and is charged for services rendered in the **Emergency Room** of a **Hospital**. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** for an **Emergency Room** visit, until after the amount of any applicable **Emergency Room Access Fee**, the amount of the **Policy Year Deductible**, **Insured Coinsurance Percentage**, as well as the amount of all other applicable **Access Fees** are satisfied and fully payable either by **You** or such **Insured**. In addition to the **Emergency Room Access Fee**, the **Separate Deductible for Non-Participating Providers** may apply to services rendered by **Non-Participating Providers**. However, the **Emergency Room Access Fee** shall be waived by **Us** if such **Insured** is **Confined** in any **Hospital** within twenty-four (24) hours of such emergency room visit.

None of the following expenses may be used to satisfy the **Emergency Room Access Fee**: (i) the amount of the **Laboratory and Diagnostic Testing Access Fee**, (ii) the amount of the **Separate Deductible for Non-Participating Providers**, (iii) the amount of **Covered Expenses** for which benefit payments are received by **You** under any optional rider issued with this **Certificate**, (iv) the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, (v) the amount of the **Policy Year Deductible**, and (vi) the **Insured Coinsurance Percentage**.

The amount of the **Emergency Room Access Fee** is shown on the **Certificate Schedule**.

["**Endocrine System Disease**" means a sickness of any portion of the endocrine system, including all hormones produced by the body (peptides, peptide derivatives, steroids, and amines), and all complications thereof that is not

excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Failure to Pre-Certify Treatment Deductible” means the additional amount of **Covered Expenses** an **Insured** must incur before any **Specified Disease Benefits** are payable under this **Certificate** if such **Insured** fails to properly obtain **Pre-Certification of Treatment** as required under Section V.C. PRE-CERTIFICATION OF TREATMENT. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** until after the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, and the amount of the **Policy Year Deductible** are satisfied and fully payable either by **You** or such **Insured**. In addition to the **Failure to Pre-Certify Treatment Deductible**, the **Separate Deductible For Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

The amount of the **Failure to Pre-Certify Treatment Deductible** is shown on the **Certificate Schedule**.

None of the following expenses may be used to satisfy the **Failure to Pre-Certify Treatment Deductible**: (i) the amount of the **Separate Deductible For Non-Participating Providers**, and (ii) the amount of the **Policy Year Deductible**, and (iv) the amount of any applicable Access Fee.

“First Policy Year” means for the period beginning on the **Issue Date** and ending on the last day immediately preceding the first anniversary of the **Issue Date**.

“First Renewal Date” means the first premium due date following payment of the **Initial Premium** which is shown on the **Certificate Schedule**.

“First Renewal Premium” means the amount of **Renewal Premium** due on the **First Renewal Date**. The amount of **First Renewal Premium**, if known on the **Issue Date**, is shown on the **Certificate Schedule**.

“Full-Time Student” means an individual, under the age of 24, who is enrolled in at least twelve (12) credit hours per semester at an accredited college or university.

["Gastrointestinal Disease” means a sickness of any portion of the gastrointestinal system, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Generic Drug” means a **Prescription Drug** that contains the same active ingredients as an equivalent former **Brand Name Drug** that is no longer protected by a patent, and the trade name, if any, associated with such former **Brand Name Drug** is not listed on the label of such **Prescription Drug**.]

“Group Specified Disease Insurance Policy” means the association group insurance contract issued to the **Group Specified Disease Insurance Policyholder** under which this **Certificate** is issued to the **Primary Insured**.

“Group Specified Disease Insurance Policyholder” means the association shown on the **Certificate Schedule** to whom the **Group Specified Disease Insurance Policy** was issued.

["Heart Attack (Myocardial Infarction)” means a myocardial infarction that causes the death of a portion of the myocardium or heart muscle as a result of either severe narrowing or total blockage of one or more coronary arteries due to atherosclerosis, spasm, thrombus or emboli that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Home Health Care Plan” means a **Medically Necessary** program of care, established by an **Insured's Provider**, taking place in a residential setting.

“Hospice” means an agency licensed by the appropriate licensing agency to provide **Hospice Care**, under an administered program for a terminally ill **Insured** and his or her family, with the following services available twenty-four (24) hours a day, seven (7) days a week: (a) **Inpatient** services, (b) home services, and (c) follow-up bereavement services.

“Hospice Care” means a **Medically Necessary**, coordinated, interdisciplinary **Hospice**-provided program for meeting the physical, psychological, spiritual, and social needs of dying individuals and his or her family. **Hospice Care** provides **Medically Necessary** nursing, medical, and other health services to relieve pain and provide support through home and **Inpatient** care during the **Specified Disease** and bereavement of an **Insured** and his or her family.

“Hospital” means a place which:

1. is legally operated for the care and treatment of sick and injured persons at their expense;
2. is primarily engaged in providing medical, diagnostic and surgical facilities (either on its premises or in facilities available to it on a formal pre-arranged basis);
3. has continuous twenty-four (24) hour nursing services by or under the supervision of a registered nurse (R.N.); and
4. has a staff of one or more **Providers** available at all times.

It also means a place that may not meet the above requirements, but is accredited as a hospital by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association or the Commission on the Accreditation of Rehabilitation Facilities.

Hospital does not mean:

1. a convalescent home, nursing home, rest home or **Skilled Nursing Home**;
2. a place primarily operated for treatment of **Mental and Emotional Disorders**, drug addicts, alcoholics, or the aged;
3. a special unit or wing of a **Hospital** used by or for any of the above;
4. a long-term mental care facility; or
5. a facility primarily providing **Custodial Care**.

[“Hypertension” means the sickness of high blood pressure and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[“Influenza” means an acute sickness characterized by a viral infectious process usually involving the respiratory system and/or the gastrointestinal system that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[“Inherited Metabolic Disorder” means a sickness caused by an inherited abnormality of body chemistry and includes a disease tested under a newborn screening program that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Initial Premium” means the amount charged for coverage under this **Certificate** for **You** and all **Other Insureds** for the period of time from the **Issue Date** through the day before the **First Renewal Date**. The amount of the **Initial Premium** is shown on the **Certificate Schedule**, and is payable in advance of the **Issue Date**.

“Inpatient” means an **Insured** who receives **Medically Necessary** services from a **Provider** in a **Hospital** when such **Insured** is **Confined** and receives room and board from such **Hospital** for not less than eight (8) hours. Treatment or services rendered or **Provided** in a **Hospital** emergency room is not an **Inpatient Confinement** for the purposes of this **Certificate**. A period of **Inpatient Confinement** begins on the date of admission to the **Hospital** as an **Inpatient** and ends on the date of discharge.

“Insured” means the following:

1. the **Primary Insured** whose coverage under this **Certificate** is still in force and effect,
2. any other individuals named as **Other Insureds** on the **Certificate Schedule** whose coverage under this **Certificate** is still in force and effect, and

3. any individual who is added to this **Certificate** after the **Issue Date** by proper endorsement after proper application and payment of any additional premium whose coverage under this **Certificate** is still in force and effect.

“Insured Coinsurance Percentage” means the portion of the **Covered Expenses** that **You** must pay after satisfaction of all applicable deductibles and **Access Fees**. The different **Insured Coinsurance Percentages** are shown on the **Certificate Schedule** at (i) **Participating Providers**, and (ii) **Non-Participating Providers**.

“Insured Maximum Participating Provider Coinsurance Payment” means the maximum amount, after the satisfaction of all applicable **Certificate** deductibles, and **Access Fees**, that an **Insured** is required to pay in a **Policy Year** under the **Insured Coinsurance Percentage** for services rendered at **Participating Providers**. **Covered Expenses** incurred for services rendered at **Participating Providers** that are covered under the SPECIFIED DISEASE BENEFITS section and applied by the **Company** toward satisfaction of the **Policy Year Deductible**, the **Separate Deductible For Non-Participating Providers**, the **Failure to Pre-Certify Treatment Deductible** and/or any other deductible contained in this **Certificate** or any rider attached to this **Certificate**, shall not be credited or applied toward satisfaction of the **Insured Maximum Participating Provider Coinsurance Payment**. The amount of the **Insured Maximum Participating Provider Coinsurance Payment** is shown on the **Certificate Schedule**.

“Insured Maximum Non-Participating Provider Coinsurance Payment” means the maximum amount, after the satisfaction of all applicable **Certificate** deductibles and **Access Fees** that an **Insured** is required to pay in a **Policy Year** under the **Insured Coinsurance Percentage** for services rendered at **Non-Participating Providers**. **Covered Expenses** incurred for services rendered at **Non-Participating Providers** that are covered under the SPECIFIED DISEASE BENEFITS Section and applied by the **Company** toward satisfaction of the **Policy Year Deductible**, the **Failure to Pre-Certify Treatment Deductible**, and/or any other deductible contained in this **Certificate** or any rider attached to this **Certificate** shall not be credited or applied toward satisfaction of the **Insured Maximum Non-Participating Provider Coinsurance Payment**. The amount of the **Insured Maximum Non-Participating Provider Coinsurance Payment** is shown on the **Certificate Schedule**.

“Intensive Care Unit” means only the specifically designed facility of a **Hospital** which provides the highest level of medical care and restricts admission to only patients who are physically critically ill or injured, and which is separate and distinct from the rooms, beds and wards of such **Hospital** customarily used for patients who are not critically ill. To be considered an **Intensive Care Unit** under this **Certificate**, such facility must be permanently equipped with special life-saving equipment for the care of the physically critically ill or injured, and patients in such unit must be under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to such facility of the **Hospital**. A coronary care facility and a specialized burn unit of a **Hospital** shall be considered an **Intensive Care Unit** if it meets these requirements and is restricted to persons receiving critical coronary or specialized burn care. However, the following are not considered an **Intensive Care Unit** under this **Certificate**:

1. a **Hospital** emergency room, regardless of the services or supplies rendered in such emergency room,
2. a surgical recovery room,
3. a sub-acute intensive care unit,
4. a progressive care unit,
5. an intermediate care unit,
6. a private monitored room,
7. any other observation unit or other facilities in a **Hospital** that are step downs from the unit in such **Hospital** that provides the highest level of medical care to critically ill patients.

“Issue Date” means the date on which coverage under this **Certificate** commences for **You** and **Other Insureds**. This date is shown on the **Certificate Schedule**.

["Kidney and Urinary Tract Disease” means a sickness of any portion of the kidneys, bladder and urinary tract and all complications thereof, including renal failure, nephritis, nephrotic syndrome, renal tubular defects, nephrolithiasis (kidney stones), and urinary tract obstructions that are not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **“Kidney and Urinary Tract Disease”** includes, but is not limited to, renal failure, nephritis, nephrotic syndrome, renal tubular defects, nephrolithiasis (kidney stones), and urinary tract obstructions.]

“Laboratory and Diagnostic Testing Access Fee” means the amount of **Covered Expenses** an **Insured** must incur per test, (as set forth in the **Certificate Schedule**), before any **Specified Disease Benefit** are payable by **Us** under this **Certificate** for MRI, CAT Scan, Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests). No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** for MRI, CAT Scan, Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests) performed on or for such **Insured** until after the amount of the **Laboratory and Diagnostic Testing Access Fee**, the amount of the **Policy Year Deductible**, the **Insured Coinsurance Percentage**, as well as the amount of all other applicable **Access Fees** are satisfied and fully payable by either **You** or such **Insured**. In addition to the **Laboratory and Diagnostic Testing Access Fee**, the **Separate Deductible for Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

None of the following expenses may be used to satisfy the **Laboratory and Diagnostic Testing Access Fee**, (i) **Emergency Room Access Fee**, (ii) the amount of the **Separate Deductible for Non-Participating Providers**, (iii) the amount of **Covered Expenses** for which **Specified Disease Benefit** payments are received by **You** under any optional rider issued with this **Certificate**, (iv) the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, (v) the amount of the **Policy Year Deductible**, and (vi) the **Insured Coinsurance Percentage**.

The amount of the **Laboratory and Diagnostic Testing Access Fee** is shown on the **Certificate Schedule**.

“Lifetime Certificate Maximum Per Insured” means the total dollar amount of **Covered Expenses** payable on behalf of an **Insured** under this **Certificate** for **Specified Disease Benefit**. The minimum amount of the **Lifetime Certificate Maximum Per Insured** is shown on the **Certificate Schedule**. The amount of the **Lifetime Certificate Maximum Per Insured** may increase on an annual basis in accordance with the terms, limitations and exclusions of Section VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM.

“Lifetime Transplant Maximum Per Insured” means the total dollar amount of **Covered Expenses** payable by **Us** under the terms of this **Certificate** for services **Provided** to an **Insured** in connection with or attributable to all **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received by the **Insured** in the treatment of a **Specified Disease**. This lifetime per organ maximum **Specified Disease Benefit** includes all related **Covered Expenses** incurred from 14 days before each applicable transplant surgery or procedure to 365 days after each such transplant surgery or procedure. The amount of the **Lifetime Transplant Maximum Per Insured** is shown on the **Certificate Schedule** and shall not exceed the **Lifetime Certificate Maximum Per Insured**.

“Liver and Biliary Tract Disease” means a sickness of any portion of the liver and biliary tract and all complications thereof, including hepatitis, infiltrations, space occupying lesions, jaundice, extrahepatic biliary obstructions by stone, stricture or tumor, cholangitis, hepatic vein thrombosis (Budd-Chiari Syndrome), portal vein thrombosis, arteriovenous malformations, and venocclusive disease that are not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. However, **“Liver and Biliary Tract Disease”** does not include cirrhosis of the liver.]

“Manifests” or **“Manifested”** means either the presentation of symptoms or the presence of a medical condition, whether physical or mental, and regardless of the cause:

1. for which medical advice, diagnosis, care or treatment was recommended or received; and/ or
2. which would have caused a reasonably prudent person to seek medical advice, diagnosis, care or treatment, and which condition would have been medically diagnosable after the receipt of the results of medical diagnostic and laboratory tests that would have been reasonably indicated and ordered by a reasonably prudent **Provider** under the same or similar circumstances.

“Mastectomy” means the surgical removal of all or part of the breast as a result of breast cancer. **Mastectomy** does not include biopsies or other exploratory or diagnostic procedures used to detect the presence of **Cancer**.

“Maximum Allowable Charge” means the following:

1. For **Providers**, **Maximum Allowable Charge** is the actual expense incurred by an **Insured** for the applicable service, supplies, care, or treatment **Provided**, after any reduction, adjustment, and/or discount pursuant to any **Participating Provider** agreements or other network agreements, negotiated rates, fee schedules or arrangements that determine or prescribe the actual amount of charges or fees that the **Provider**:
 - a) agreed to accept as payment in full for such services, supplies, care or treatment, and
 - b) ultimately charged such **Insured**, regardless of any higher amount that may have been placed on the **Provider's** billing statement of charges.
2. For **Hospitals, Ambulatory Surgical Centers, Emergency Care Facility, Skilled Nursing Homes**, laboratories, pharmacies or other medical, diagnostic or treatment facilities, "**Maximum Allowable Charge**" is the actual amount charged by such entity for the applicable service or treatment **Provided** to an **Insured**, after a reduction, adjustment, and/or network discount pursuant to any **Participating Provider** agreements, or other network agreements, negotiated rates, fee schedules or other arrangements that determine or prescribe the actual amount of charges or fees that such entity:
 - a) agreed to accept as payment in full for such applicable services, supplies, care, treatment, and
 - b) ultimately charged such **Insured** for such applicable services, supplies, care, treatment, regardless of any higher amount that may have been placed on the entity's billing statement of charges.

However, the amount of the **Maximum Allowable Charge** under (1) and (2) above shall never exceed (i) the amount for which the applicable **Insured** has a legal liability and payment obligation for the receipt of such applicable services, supplies, care, or treatment, (ii) the amount of the **Medicare** allowable or approved charge for the receipt of such applicable services, supplies, care, or treatment with respect to any **Insured** who is **Medicare** eligible, or (iii) the amount of **Usual and Customary Expense** for the receipt of such applicable services, supplies, care, or treatment.

"Medical Foods" means modified low protein foods and metabolic formulas. Metabolic formulas are foods that are all of the following: (i) formulated to be consumed or administered enter ally under the supervision of a **Provider**; (ii) processed or formulated to be deficient in one or more of the nutrients present in typical foodstuffs; (iii) administered for the medical and nutritional management of a person who has limited capacity to metabolize foodstuffs or certain nutrients contained in the foodstuffs or who has other specific nutrient requirements as established by medical evaluation; and (iv) essential to a person's optimal growth, health and metabolic homeostasis.

Modified low protein foods are foods that are all of the following: (i) formulated to be consumed or administered enter ally under the supervision of a **Provider** (ii) processed or formulated to contain less than one gram of protein per unit of serving, but does not include a natural food that is naturally low in protein; (iii) administered for the medical and nutritional management of a person who has limited capacity to metabolize foodstuffs or certain nutrients contained in the foodstuffs or who has other specific nutrient requirements as established by medical evaluation; and (iv) essential to a person's optimal growth, health and metabolic homeostasis.

"Medical Necessity" and **"Medically Necessary"** means:

1. For the covered items and services listed in the SPECIFIED DISEASE BENEFITS Section of this **Certificate**, **Medical Necessity** and **Medically Necessary** is any applicable **Confinement** of an **Insured**, as well as any other diagnostic test, laboratory test, examination, surgery, medical treatment, service or supply listed therein that is **Provided** to an **Insured**:
 - a) by or at the appropriate order, or upon the approval of a **Provider**;
 - b) for the medically recognized diagnosis or care and treatment of a **Specified Disease**
 - c) in a manner appropriate and necessary for the symptoms, diagnosis or treatment of such **Specified Disease**;
 - d) according to and within generally accepted standards for medical practice;
 - e) in the most cost effective setting and manner available to treat the **Specified Disease**;
 - f) not primarily for the convenience of an **Insured**, family, or a **Provider**; and
 - g) not investigational or experimental in nature.

The fact that a **Provider** prescribed, ordered, recommended or approved a service, supply, treatment or **Confinement** does not in and of itself make it **Medically Necessary** or a **Medical Necessity**.

“Medicare” means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as amended.

“Mental, Nervous and Emotional Disorders” means any neurosis, psychoneurosis, psychopathy, psychosis, or other mental or emotional disease or disorder of any kind, including, but not limited to anxiety, generalized anxiety disorder, panic disorder, panic attacks, agoraphobia, acrophobia, social phobia, simple phobias (irrational fears and avoidance of specific objects or situations), obsessive-compulsive disorder, posttraumatic stress syndrome, posttraumatic stress disorder, depression, depression disorder, dysthymic disorder (dysthymia) manic depression, manic episodes, hypo-manic episodes, bi-polar disorder, bi-polar syndrome, bi-polar disease, delusions, hallucinations, disorganized thought and behavior, schizophrenia, anorexia, anorexia nervosa, bulimia, bulimia nervosa, hyperorexia, and all complications thereof.

“Mode Of Premium Payment” means the interval of time (monthly, quarterly, semi-annual or annual) that you have selected for payment of the **Initial Premium** and **Renewal Premium**. The premium payment interval selected by **You** as the **Mode Of Premium Payment** is shown on the **Certificate Schedule**. This **Mode Of Premium Payment** is subject to change at **Our** discretion.

["Multiple Sclerosis"] means a crippling, chronic sickness, which usually commences in early adult life, characterized by no uniform pattern of neurological symptoms, but involves the patchy, scattered degeneration of nerve fibers in the spinal cord and/or brain and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Muscular Dystrophy"] means a hereditary sickness, which usually commences in childhood and characterized by a progressive weakness of the voluntary muscles causing serious crippling, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Musculoskeletal Disease"] means a sickness of any portion of the entire musculoskeletal system, including the muscles, tendons, ligaments, cartilage, bones and the entire skeleton, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Non-Participating Pharmacy"] means a pharmacy that at the time **Covered Expenses** are incurred, has not entered into or has terminated a prior agreement to provide services to **Insureds** under this **Certificate**.]

“Non-Participating Provider” means a **Hospital, Provider, Ambulatory Surgical Center, Skilled Nursing Home**, or other licensed practitioner of the healing arts for which **Specified Disease Benefits** are payable under this **Certificate** that, at the time **Covered Expenses** are incurred, has not entered into or has terminated a prior agreement to provide health care services to **Insureds** under this **Certificate** form at discounted rates.

["Obstructive Sleep Apnea"] means a sickness characterized by occlusion of the upper airway during sleep, usually at the level of the oropharynx, with the resulting apnea leading to progressive asphyxia until there is a brief arousal from sleep, whereupon the airway patency is restored and airflow resumes, and the sequence of events is repeated several times during the night that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Ophthalmology Disease"] means a sickness of any portion of the eyes and surrounding anatomical structures and nerves, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Osteoarthritis"] means a degenerative joint sickness characterized by the failure of the diarthrodial (moveable, synovial-lined) joint), and all complications thereof that is not excluded from coverage under this **Certificate** and

which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[**“Osteomyelitis”** means a sickness characterized by inflammation of the bone marrow and adjacent bone and epiphyseal cartilage, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[**“Osteoporosis”** means a sickness characterized by a decrease in the density of bone, decreasing its strength and resulting in fragile bones of the **Insured**, and (ii) similar bone diseases that produce abnormally porous bones which are susceptible to ease of compression leading to frequent fractures, and all complications thereof, that are not excluded from coverage under this **Certificate** and which in either instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[**“Otolaryngology Disease”** means a sickness of any portion of the ears, larynx, upper respiratory tract, neck, tracheobronchial tree, esophagus and surrounding anatomical structures and nerves, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Other Insureds” mean those members of **Your** family that are listed on the **Certificate Schedule** on the **Issue Date**.

“Our” means Freedom Life Insurance Company of America.

“Outpatient” means **Medically Necessary** medical care, treatment, services or supplies from a **Provider** at (i) a clinic, (ii) an emergency room of a **Hospital**, (iii) an **Ambulatory Surgical Center**, (iv) an **Emergency Care Facility**, or (v) the surgical facility of a **Hospital** which does not result in an **Inpatient Confinement** at such **Hospital** following such surgery.

[**“Participating Pharmacy”** means a pharmacy that has entered into, and not terminated by the date the **Covered Expenses** are incurred, an agreement to dispense **Prescriptions** to **Insureds** under this **Certificate**. A **Participating Pharmacy** can be either a retail store or mail order for home delivery.]

“Participating Provider” means a **Hospital**, **Provider**, **Ambulatory Surgical Center**, **Skilled Nursing Home**, or other licensed practitioner of the healing arts for which **Specified Disease Benefits** are payable under this **Certificate** that has entered into, and not terminated by the date the **Covered Expenses** are incurred, an agreement to provide health care services to **Insureds** under this **Certificate** at discounted rates.

“Policy Year” means the period beginning on the calendar day and month of the **Issue Date** and ending on the calendar day and month 12 months after the **Issue Date**.

“Policy Year Deductible” means the amount of **Covered Expenses** each **Insured** must incur within a **Policy Year** before any **Specified Disease Benefits** are payable by **Us** for such **Insured**. No **Specified Disease Benefits** are payable by **Us** for any **Covered Expenses** incurred by an **Insured**, until after the **Failure to Pre-Certify Treatment Deductible**, if applicable, the **Separate Deductible for Non-Participating Providers**, if applicable, and the **Policy Year Deductible** are each satisfied and fully payable by either **You** or such **Insured**.

Neither of the following expenses may be used to satisfy the **Policy Year Deductible**: (i) the amount of the **Separate Deductible For Non-Participating Providers**, and (ii) the amount of the **Failure to Pre-Certify Treatment Deductible**.

When [one, two three] [(1) (2) (3)] **Insured[s]** satisfy this **Policy Year Deductible**, no additional **Policy Year Deductible** per **Insured** will be required for the remainder of the **Policy Year**.

The amount of the **Policy Year Deductible** is shown on the **Certificate Schedule**.

“Policy Year Maximum Benefit Per Insured” means the maximum dollar amount of **Covered Expenses** per **Policy Year** per **Insured** that **We** are required to pay, after satisfaction of all applicable deductibles, **Access Fees**,

and the amount of any **Insured Coinsurance Percentage**. The amount of the **Policy Year Maximum Benefit Per Insured** is shown on the **Certificate Schedule**.

["**Poliomyelitis**" means an infectious sickness characterized by an inflammation of the gray matter of the spinal cord, marked by fever, pains and gastroenteric disturbances, followed by a flaccid paralysis of one or more muscular groups and later by atrophy, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"**Pre-Certification of Treatment**" means the process of obtaining prior verbal or written authorization from **Us** for **Medically Necessary Inpatient Confinement** or surgery. **Pre-Certification of Treatment** is not required for **Emergency Inpatient** admission.

["**Preferred Brand Drugs**" means each **Brand Name Drug** that is identified and listed upon the **Preferred Drug List**. In certain circumstances, a **Preferred Brand Drug** may be a medically acceptable alternative medication to a **Brand Name Drug** that is not listed on the **Preferred Brand Drug List** such that an **Insured** may want to consult with his/her **Provider** and the pharmacist of the **Participating Pharmacy** regarding whether such **Preferred Brand Drug** would be appropriate and proper in the treatment of such **Insured's** condition.]

["**Preferred Drug List**" means a list either created or sponsored by **Us**, which identifies certain **Brand Name Drugs** that may be preferred. The **Preferred Drug List** is updated from time to time and may be found on the Internet at www.ushealthgroup.com in the prescription services location of the website. **You** may also call the toll free Rx Help Desk number on the back of your ID card.]

"**Pre-existing Condition**" means a condition, whether physical or mental, and regardless of the cause:

1. for which medical advice, diagnosis, care or treatment was recommended or received during the twelve (12) month period immediately preceding the effective date of coverage under this **Certificate** for the **Insured** incurring the expense; or
2. which **Manifested** during the twelve (12) month period immediately preceding the effective date of coverage under the **Certificate** for the **Insured** incurring the expense.

This **Certificate** provides coverage as of the **Issue Date** for **Pre-existing Conditions**, disclosed on the application, provided they are not otherwise limited or excluded by this **Certificate** or any riders, amendments, or endorsements attached hereto.

This **Certificate** does not cover expenses for **Pre-existing Conditions**, that are not disclosed on the application, unless the expenses are incurred more than twelve (12) months after the **Insured's** coverage has been in effect, and are not otherwise limited or excluded by this **Certificate** or any riders, amendments, or endorsements attached hereto.

"**Premium Rate Guarantee Period**" means the number of months immediately following the **Issue Date** that must expire before the amount of **Renewal Premium** charged by **Us** (with the same **Mode of Premium Payment** as the **Mode of Premium Payment** selected for payment of the **Initial Premium**) can be higher than the amount of the **Initial Premium** because of (i) a change by **Us** in the table of premium rates used to calculate the **Initial Premium**, or (ii) an increase in the attained age after the **Issue Date** of any **Insured** listed on the **Certificate Schedule**. However, the amount of **Renewal Premium** required for this **Certificate** may be increased by **Us**, even during the **Premium Rate Guarantee Period**, if after the **Issue Date**:

1. **You** add **Insureds** to this **Certificate**;
2. **You** change the amount of the **Policy Year Deductible** shown on the **Certificate Schedule**;
3. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
4. **You** change any other coverage option;
5. **You** change residence to a different zip code;
6. **You** change the **Mode Of Premium Payment**;
7. **You** add optional coverage riders, if any;
8. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;

9. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
10. the **Participating Provider** network availability changes for **Your** state;
11. the **Participating Provider** negotiated discounts change;
12. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
13. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or
14. any other change in federal or state law or regulation affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

The length of the **Premium Rate Guarantee Period** is shown on the **Certificate Schedule**.

“Prescription” means the **Medically Necessary** authorization for a **Prescription Drug** to be dispensed to an **Insured** on an **Outpatient** basis pursuant to the order of a **Provider** who is acting within the scope of his or her license to treat a **Specified Disease**.

“Prescription Drug” means legend drugs and medications that by Federal law may only be legally obtained on an **Outpatient** basis with a **Prescription**.

“Primary Insured” means the individual whose name is printed on the **Certificate Schedule** as the **Primary Insured** and whose coverage under this **Certificate** has not ended.

“Provide”, “Provided” or “Providing” means each medical, diagnostic and surgical test, service, care, treatment, or supply, which is:

1. prescribed or ordered by a **Provider**;
2. rendered to and received by an **Insured** while coverage under this **Certificate** for such **Insured** is in full force and effect;
3. listed as a covered item, type of service and/or supply in the SPECIFIED DISEASE BENEFITS Section; and
4. not otherwise limited or excluded by any provision in this **Certificate** or rider, endorsement or amendment attached hereto.

“Provider” means a person who has successfully completed the prescribed course of studies in medicine at a medical school officially recognized and accredited in the country in which it is located, and which person has been licensed by the state in which the medical services are rendered to practice medicine. The **Provider** must be acting within the scope of such license while rendering **Medically Necessary** professional service to an **Insured**, and cannot be a member of the **Insured’s** family.

["Pulmonary Disease” means a sickness of any portion of the lungs or respiratory system, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Renewal Premium” means the amount charged for coverage of all **Insureds** under this **Certificate** for the period of time from the **First Renewal Date** through the day before each subsequent renewal coverage renewal date. **Renewal Premium** for each renewal period is payable in advance for each applicable renewal period.

["Rheumatoid Arthritis” means a chronic multisystem sickness characterized by a variety of systemic manifestations, including persistent inflammatory synovitis, usually involving peripheral joints in a symmetric distribution typically producing cartilage destruction, bone erosion and joint deformity that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Reproductive System Disease” means a sickness of any portion of the male and female reproductive systems, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Separate Deductible For Non-Participating Providers” means, in addition to the **Policy Year Deductible**, the amount of **Covered Expenses** an **Insured** must incur in a **Policy Year** for services rendered by **Non-Participating Providers** before any applicable **Specified Disease Benefits** are payable under this **Certificate**.

No **Specified Disease Benefits** are payable under this **Certificate** for services rendered by **Non-Participating Providers** until after the **Separate Deductible For Non-Participating Providers**, and the amount of the **Policy Year Deductible** are satisfied and fully payable by either **You** or such **Insured**. The amount of the **Separate Deductible For Non-Participating Providers** is shown on the **Certificate Schedule** and applies per **Policy Year** separately to each **Insured**.

None of the following expenses may be used to satisfy the **Separate Deductible For Non-Participating Providers**: (i) the amount of the **Policy Year Deductible**; (ii) the amount of any applicable **Access Fees**; and (iii) the amount of the **Failure to Pre-certify Treatment Deductible**.

["Sickle Cell Anemia” means a genetically determined sickness (hemolytic anemia), one of the hemoglobinopathies characterized by arthralgia, acute attacks of abdominal pain, ulcerations of the lower extremities, sickle-shaped erythrocytes in the blood, the homozygous presence of S hemoglobin in the red blood cells as determined by hemoglobin electrophoresis, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Skilled Nursing Home” means a place which:

1. charges patients for their services;
2. is legally operated in the state (or similar jurisdiction) in which it is located;
3. has beds for patients who need medical and skilled care;
4. operates under a doctor's supervision;
5. has continuous twenty-four (24) hour nursing service supervised by a registered nurse (R.N.); and
6. keeps complete medical records on each patient.

Skilled Nursing Home also means a wing, area or floor of a **Hospital** specifically set aside to provide care similar to that of a **Skilled Nursing Home**, but it does not mean a **Hospital**.

["Skin Disease” means a sickness of any portion of the skin and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Solid Organ Transplant(s)” means the **Medically Necessary** surgical transplantation, combined transplantation, sequential transplantation, (including grafts) of the following **Medically Necessary** organs received by an **Insured** in treatment of a **Specified Disease** while coverage for such **Insured** under this **Certificate** is in full force and effect:

1. heart;
2. lung;
3. kidney;
4. pancreas;
5. combined heart/lung;
6. combined kidney/pancreas;
7. skin;
8. eye or parts thereof (including lens and cornea); and
9. liver (**Insureds** who are candidates for liver transplantation must have abstained from the use of alcohol for one year immediately prior to such transplantation surgery in order for the planned liver transplantation to constitute a **Solid Organ Transplant**).

“Specified Disease” means the specifically enumerated sicknesses set forth in Section V. A. of this **Certificate** entitled "SPECIFIED DISEASES" suffered by an **Insured**, which in each instance first **Manifests** itself on or after the **Issue Date** shown on the **Certificate Schedule** and while coverage under this **Certificate** for such **Insured** is in force and effect.

“Specified Disease Benefits” means only **Medically Necessary** treatments, procedures, services, and supplies received by an **Insured** for a **Specified Disease** while coverage under this **Certificate** for such **Insured** is in full force and effect, and which are specifically enumerated in Section V. B. entitled SPECIFIED DISEASE BENEFITS. If a treatment, procedure, service, or supply is not specifically enumerated in the SPECIFIED DISEASE BENEFITS Section, then fees charged or expenses associated with such items are not covered under this **Certificate** as a **Specified Disease Benefit**. Payments by **Us** for **Specified Disease Benefits** are subject to all definitions, exclusions, limitations and provisions contained herein, including but not limited to the satisfaction and payability by **You** or the applicable **Insured** of all applicable deductibles, as well as the limitation of the **Company Insurance Percentage**.

“Stem Cell Transplants” means the **Medically Necessary** insertion or transplantation, combined insertion or transplantation, sequential insertion or transplantation procedures, in which any **Medically Necessary** form of stem cells are received by an **Insured** in the treatment of a **Specified Disease** while coverage for such **Insured** under this **Certificate** is in full force and effect.

["Stroke (CVA)"] means (i) an acute cerebral vascular accident or event, which produces measurable, functional and permanent neurological impairment caused by hemorrhage, thrombus, or embolus from extra cranial source, which results in an infarction (death) to brain tissue, (ii) a transient ischemic attack, (iii) a prolonged but reversible ischemic attack, (iii) similar diseases of the brain and central nervous system, (iv) migraines, and (v) hypoxia that that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.

“Subsequent Policy Year(s)” means each twelve (12) month period ending on each anniversary of the **Issue Date** following the **First Policy Year**.

“Termination of Coverage” means Section III.C. TERMINATION OF COVERAGE that governs the conditions and circumstances under which the coverage provided by this **Certificate** may be terminated for any or all **Insureds**.

["Toxic Epidermal Necrolysis"] means a life-threatening skin sicknesses in which the epithelium of the skin, and sometimes the mucosa, peels off in sheets, leaving widespread denuded areas, and all complications thereof that is not excluded from coverage in this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.].

["Toxic Shock Syndrome (TSS)"] means a sickness characterized by a syndrome of high fever, vomiting, diarrhea, confusion, and skin rash that may rapidly progress to severe and intractable shock, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.].

“Us” means Freedom Life Insurance Company of America.

“Usual and Customary Expense” means the following:

1. For **Providers Usual and Customary Expense** is the seventieth (70th) percentile of the prevailing charges by all **Providers** in the same geographic area as such **Provider**, as determined by one of the current prevailing health care charges information systems in the insurance industry utilizing the applicable **CPT Code** for such services or treatment and the applicable zip code (first 3 or 5 digits) of such **Provider**.
2. For services or treatments **Provided** by **Hospitals, Ambulatory Surgical Centers, Emergency Care Facilities, Skilled Nursing Homes**, pharmacies or other applicable facilities, **Usual and Customary Expense** is average charge made for similar services or supplies in the locality where the service or supply is furnished, taking into consideration the nature and the severity of the **Specified Disease** suffered by the **Insured**.

Provided, however, that **Usual and Customary Expense** shall never exceed the **Medicare** allowable or approved charge with respect to **Insureds** who are **Medicare** eligible.

“Utilization Review” means a system for prospective or concurrent review of the **Medical Necessity** and appropriateness of health care services being **Provided**, or proposed to be **Provided**, to an **Insured** within this state. **Utilization Review** does not include elective requests for clarification of coverage.

["**Viral Infection**" means a sickness characterized by multiplication of microbes that are smaller than most bacteria and which are generally incapable of growth or reproduction apart from living cells within the body, as well as all complications thereof that that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"**We**" means Freedom Life Insurance Company of America.

"**You**", "**Your**" and "**Yours**" means the individual listed on the **Certificate Schedule** as the **Primary Insured**.

"**Your Renewal Premium Class**" means the **Class** in which this **Certificate** is placed for **Renewal Premium** purposes. **Your Renewal Premium Class** will be determined by **Us** based upon several factors, including, among other things, a combination of one or more of the following: (i) **Your** zip code (either first 3 or first 5 digits) at the commencement of such renewal period, (ii) **Your** county of residence at the commencement of such renewal period, (iii) **Your** state of residence at the commencement of such renewal period, (iv) the **Issue Date**, (v) **Your** state of residence on the **Issue Date**, (vi) the number, sex, attained age, and tobacco use of each **Insured** on each applicable renewal date, (vii) **Your** plan of coverage under this **Certificate** on each applicable renewal date, including its deductibles, **Specified Disease Benefit**, limits, exclusions, limitations, optional riders, and exclusionary endorsements (viii) the underwriting risk assessment of each **Insured**, (ix) discounted or preferred premium rate status of any **Insured**, (x) premium rate ups, if any, for any **Insured**, (xi) the amount of the **Initial Premium**, (xii) the amount of the **Renewal Premium** charged in the preceding renewal period, (xiii) **Mode of Premium Payment** for the renewal period and (xiv) the number and type other certificates of coverage issued by **Us** covering individuals in **Your** current state of residence with the same or similar factors described above.

"**Your Spouse**" means the spouse of the **Primary Insured** who (i) is either listed as an **Other Insured** on the **Certificate Schedule** or later added to this **Certificate**, and (ii) is an **Insured** whose coverage has not ended by the date of such spouse's death.

III. WHEN COVERAGE BEGINS AND ENDS

A. EFFECTIVE DATE

This **Certificate** is effective at 12:01 A.M. local time where **You** live on the **Issue Date** shown on the **Certificate Schedule**.

B. ELIGIBILITY AND ADDITIONS

Your Spouse, **Your** unmarried, dependent children who are under the age of 19 (24 if a **Full-Time Student**; and grandchildren who are considered **Your** dependents for federal income tax purposes and who are under age 19 (24 if a **Full-Time Student**; any children which an **Insured** is required to insure under a medical support order; any child whom **You**, or **Your Spouse** (if listed as an **Other Insured** on the **Certificate Schedule**), intends to adopt and has become a party to a suit for that purpose; and any child who is in the custody of an **Insured** under a temporary court order that grants the **Insured** conservatorship of the child, are eligible for this coverage. Any eligible dependent (other than a newborn or adoptee) will be added to this **Certificate** when **We** approve the written application for such coverage, and accept payment of any necessary premium.

Newborn children born after the **Issue Date** to **You**, or **Your Spouse**, while this **Certificate** is in full force and effect (a newborn child) will be automatically insured under this **Certificate** from and after the moment of birth for a period of ninety (90) days or before the next premium due date, whichever is later. If **You** wish to continue such automatic coverage under this **Certificate** for any such newborn child past the initial ninety (90) day period or beyond the next premium due date, **You** must notify **Us** of such birth and **Your** desire for such continued coverage under this **Certificate** within ninety (90) days or before the next premium due date after the date of such newborn child's birth. **You** must also pay any additional premium required for such additional coverage within such ninety (90) day period or before the next premium due date. If **You** do not notify **Us** of such birth and **Your** desire for continued coverage under this **Certificate** within such ninety (90) day period or before the next premium due date, and timely pay any additional premium that may be due, then the automatic coverage under this **Certificate** for such newborn child will end after the expiration of ninety (90)

days or the next premium due date, whichever is later, from the date of such newborn child's birth. **We** will notify **You** if more premium is needed.

Newborn children born after the **Issue Date** and immediately placed for adoption after birth with **You**, or **Your Spouse**, while this **Certificate** is in full force and effect (a newborn adoptee) will be automatically insured under this **Certificate** from and after the date of the adoption placement of such newborn adoptee for a period of sixty (60) days. If **You** wish to continue such automatic coverage under this **Certificate** for any such newborn adoptee past the initial sixty (60) day period, **You** must notify **Us** of such birth, adoption placement and **Your** desire for continued coverage under this **Certificate** within sixty (60) days after the date of the adoption placement of such newborn adoptee. **You** must also pay any additional premium required for such additional coverage within such sixty (60) day period. If **You** do not notify **Us** within such sixty (60) day period of the birth, adoption placement and **Your** desire for continued coverage under this **Certificate** for such newborn adoptee and timely pay any additional premium that may be due, then the automatic coverage under this **Certificate** for such newborn adoptee will end after the expiration of day from the date of such adoption placement of such newborn adoptee. **We** will notify **You** if more premium is needed.

If **You** wish to have automatic coverage under this **Certificate** after the **Issue Date** for any child not listed as an **Other Insured** on the **Certificate Schedule**, but for which adoption or custody of such child is sought by **You** or **Your Spouse** in a civil suit or other judicial custody proceeding filed or initiated after the **Issue Date**, **You** must notify **Us** within thirty-one (31) days after **You** or **Your Spouse**, as applicable: (i) become a party in such civil suit in which such adoption of the child is sought; or (ii) obtain custody of the child under the first court order (including temporary orders) that grants conservatorship and/or custody of the child. **You** must also pay any additional premium required for such additional coverage within such thirty-one (31) day period. If **You** do not notify **Us** within such applicable thirty-one (31) day period of **Your** desire for automatic coverage under this **Certificate** in the future for such child and timely pay any additional premium that may thereafter become due, then no automatic coverage will be afforded under this **Certificate** for such child. **We** will notify **You** if more premium is needed.

C. TERMINATION OF COVERAGE

1. TERMINATIONS SUBJECT TO RIGHT OF CONVERSION

Subject to the Section III. E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION below, an applicable **Insured's** coverage under this **Certificate** ends on the earlier of the following:

- a. the premium due date in the month following the date the **Group Specified Disease Insurance Policy** is terminated by the **Group Specified Disease Insurance Policyholder**, in which case **You** will be given thirty (30) days prior written notice of the termination, mailed to **Your** last known address;
- b. with respect to **Your Spouse** who is covered under this **Certificate**, the premium due date in the month following the effective date of **Your** divorce decree, annulment or court approved separation;
- c. with respect to **Your** child(ren) who are covered under this **Certificate**, the premium due date in the month following such **Insured's** 19th birthday (24th if a **Full-Time Student**).

2. TERMINATIONS BY PRIMARY INSURED NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, the following described actions by either the **Primary Insured** or other applicable **Insured** will result in a termination of each applicable **Insured's** coverage under this **Certificate** with no right of conversion, in which event the coverage ends on the earlier of the following:

- a. the due date of any unpaid **Renewal Premium**, subject to the grace period; or
- b. the date **You** terminate coverage by notifying **Us** of the date **You** desire coverage to terminate and specify the **Insured** whose coverage is to terminate.

3. TERMINATION OF THE CERTIFICATE BY THE COMPANY NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, **We** may refuse to renew and cancel coverage for all **Insureds** under this **Certificate** with no right of conversion for the following reasons:

- a. **We** are required by the order of an appropriate regulatory authority to non-renew or cancel the **Certificate** or **Group Specified Disease Insurance Policy**;
- b. **We** cease offering and renewing coverage of the same form of coverage as this **Certificate** in **Your** state upon a minimum of thirty (30) days prior written notice mailed to **Your** last known address[with an opportunity for **You** to convert to any similar medical expense policy or certificate that **We** are then actively marketing and offering to new applicants in **Your** state];
- c. the date **We** receive due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**; or
- d. the **Primary Insured** terminates membership in the association which is the **Group Specified Disease Policyholder**.

4. TERMINATION OF AN INSURED BY THE COMPANY NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, **We** may refuse to renew and cancel coverage for each **Insured** under this **Certificate** with no right of conversion for the following reasons:

- a. the total amount of any **Specified Disease Benefit** payments made by **Us** are equal to the **Lifetime Certificate Maximum Per Insured**;
- b. with respect to **You** and **Your Spouse**, the premium due date in the month following the attainment of age 65 or eligibility for **Medicare**;
- c. An **Insured** ceases to be a member of the association which is the **Group Specified Disease Policyholder**; or
- d. the date **We** receive due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**.

As long as this **Certificate** is in force for **You**, the coverage of **Your** child who is an **Insured** will not end if he or she is dependent upon **You** for support and maintenance and incapable of self-support because of a mental handicap or physical disability. Such dependent **Insured's** coverage under this **Certificate** will continue regardless of the dependent **Insured's** age, as long as **Renewal Premium** is timely and properly paid for **You** and the dependent **Insured** and such dependent **Insured** remains dependent upon **You** and incapable of self-support because of such mental handicap or physical disability. Proof of such handicap or disability must be furnished to **Us** as soon as reasonably possible prior to the dependent **Insured** reaching the limiting age, and thereafter upon **Our** request, but not more frequently than annually after the two (2) year period following the attainment of the limiting age.

Any termination of coverage under this **Certificate** will be effective at 11:59 P.M. local time where **You** live on the date(s) specified above.

If **You** die, **Your Spouse**, if then an **Insured** under this **Certificate**, will become the **Primary Insured**. If **You** and **Your Spouse** (if any) are not covered under this **Certificate**, the oldest **Insured** will become the **Primary Insured**.

We will not accept premium for any **Insured** whose coverage has terminated. Premiums, which are sent to **Us** and include an amount to cover the **Insured** whose coverage has terminated, will be returned. **We** will only accept the correct premium to cover those **Insureds** who are eligible for coverage. If premiums are accepted in error, **Our** liability is limited to coverage for the period of time for which premiums were accepted in error.

Except for claims involving fraud or intentional misrepresentation of material fact, any termination will be without prejudice to any **Covered Expenses** incurred by an **Insured** for **Specified Disease Benefits** prior to the date of termination. If coverage is terminated, unearned premium will be computed pro-rata and any unearned premium will be refunded to **You**.

E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION

A **Certificate Of Conversion Coverage**, whereby the coverage then afforded by this **Certificate** for an applicable **Insured** will continue without a requirement of any additional evidence of the insurability of such **Insured**, is available only:

1. for **Your Spouse** who is covered under this **Certificate**, if his or her coverage ceases due to divorce, annulment or court approved separation; or
2. for **Your** unmarried child(ren) who is covered under this **Certificate**, if his or her coverage ceases due to his or her reaching the limiting age of 19 (24 if enrolled as a **Full-Time Student**).

A **Certificate Of Conversion Coverage** is not available and will not be provided if:

1. an **Insured's** coverage under the **Group Specified Disease Insurance Policy** ceases because the **Group Specified Disease Insurance Policy** was terminated;
2. an **Insured's** coverage under this **Certificate** ceases because of failure to pay the required premiums in the time allowed;
3. **We** were required by the order of an appropriate regulatory authority to non-renew or cancel the **Certificate** or **Group Specified Disease Insurance Policy**;
4. The total amount of **Specified Disease Benefit** payments made by **Us** are equal to the **Lifetime Certificate Maximum Per Insured**;
5. **You** voluntarily terminated coverage under this **Certificate** for any **Insured** by notifying **Us** of the date **You** desired such coverage to terminate;
6. **We** received due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**;
7. The **Insured** is or could be covered by **Medicare**; or
8. **We** ceased offering and renewing coverage of the same form of coverage as this **Certificate** in **Your** state upon a minimum of thirty (30) days prior written notice mailed to **Your** last known address[with an opportunity for **You** to convert to any similar medical expense policy or certificate that **We** are then actively marketing and offering to new applicants in **Your** state].

In order to be eligible for a **Certificate Of Conversion Coverage**, a written election of continuation of coverage via conversion must be made by the applicable **Insured**, on a form furnished by **Us**, and the first premium must be paid, in advance, to **Us** on or before the date on which the applicable coverage under this **Certificate** for such **Insured** would otherwise terminate. The amount of first premium required from the effective date through the end of the first renewal period of the **Certificate Of Conversion Coverage** shall not be more than **Our** full group premium rate then applicable for the applicable **Insured** under the **Certificate** with the same mode of payment. Applicable **Insureds** shall not be required to pay the **Renewal Premium** for a **Certificate Of Conversion Coverage** less often than monthly.

IV. PREMIUM

A. INITIAL PREMIUM

The **Initial Premium** specified on the **Certificate Schedule** is due and payable {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder**} to the **Company** at its home office on or before the **Issue Date**. This **Initial Premium** payment will keep this **Certificate** in force until the **First Renewal Date**. The amount of the **Initial Premium** and the **First Renewal Date** are shown on the **Certificate Schedule**. **Initial Premium** has been determined by **Us** for this **Certificate** on a **Class** basis. **Your Class** for **Initial Premium** was determined by **Us** based upon several factors, including, among other things, a combination of the following: (i) **Your** zip code (either first 3 or first 5 digits); (ii) **Your** county of residence; (iii) **Your** state of residence; (iv) the number, age, sex and tobacco use of each **Insured** listed on the **Certificate Schedule**; (v) the plan of coverage contained in this **Certificate** on the **Issue Date**, including its deductibles, **Specified Disease Benefits**, limitations, and exclusions; (vi) the health status of each applicant, including the

results of any required physical examination and laboratory test results; (vii) **Participating Provider** network selected on the application, (viii) the underwriting risk assessment of each **Insured**; (ix) the discounted or preferred premium rate status of any **Insured**; (x) premium rate ups, if any, for any **Insured**; (xi) **Mode Of Premium Payment** selected on the application; (xii) distribution channels; (xiii) administrative costs; (xiv) taxes; (xv) other economic factors; and/or (xvi) other certificates of coverage issued and to be issued by **Us** covering individuals in **Your** current state of residence with the same or similar factors described above.

B. RENEWAL PREMIUM

1. CALCULATION - PAYMENT

The current **Mode Of Premium Payment** is shown on the **Certificate Schedule**. **Renewal Premium** is payable {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Policyholder** for each **Insured's** membership in the **Group Specified Disease Policyholder**}} on or before its due date, and must be paid to the **Company** at its home office. Any **Renewal Premium** not paid {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Policyholder** for each **Insured's** membership in the **Group Specified Disease Policyholder**}} on or before its due date is a premium in default. If a **Renewal Premium** payment default is not corrected and properly paid before the end of the grace period, coverage under this **Certificate** will terminate.

Renewal Premium rates for this **Certificate** may be increased by **Us** for any renewal period after the **Issue Date**, including during the **Premium Rate Guarantee Period**, if after the **Issue Date**:

- a. **You** add **Insureds** to this **Certificate**;
- b. **You** change the amount of the **Policy Year Deductible** shown on the **Certificate Schedule**;
- c. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
- d. **You** change any other coverage option;
- e. **You** change residence to a different zip code;
- f. **You** change the **Mode Of Premium Payment**;
- g. **You** add optional coverage riders, if any;
- h. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;
- i. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
- j. the **Participating Provider** network availability changes for **Your** state;
- k. the **Participating Provider** negotiated discounts change;
- l. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
- m. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or
- n. any other change in federal or state law affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

The current table of premium rates upon which the **Initial Premium** and the **First Renewal Premium** were calculated for this **Certificate** may include scheduled increases in the amount of **Renewal Premium** based upon the future attained age of each **Insured**. To be eligible for a discounted or preferred premium rate each **Insured** may be required to complete a preferred health risk assessment upon enrollment and at renewal. Additionally, the current table of premium rates upon which the **Initial Premium** and **First Renewal Premium** were calculated and any subsequent table of premium rates upon which the **Renewal Premium** for any renewal period is to be calculated may be changed from time to time by **Us**. Accordingly, after expiration of the **Premium Rate Guarantee Period**, the amount of **Renewal Premium** may be increased for any renewal period based upon items a. through m. above as well as the following:

- a. a new attained age of any **Insured** reached prior to the first day of any renewal period,
- b. change by **Us** in the table of premium rates used to calculate the **First Renewal Premium**, and

- c. change by **Us** in the table of premium rates used to calculate **Renewal Premium** for any prior renewal period.

Any changes in the table of premium rates establishing the amount of required **Renewal Premium** during any renewal period will be implemented on a **Class** basis for all members of **Your Renewal Premium Class**. Factors that may be involved and considered by **Us** in determining the amount of **Renewal Premium** to be charged to **Your Renewal Premium Class** during any renewal period include, among other things, a combination of one or more of the following: (i) past claims experience of **Your Renewal Premium Class**; (ii) anticipated inflationary trends in the cost of future medical services; (iii) historical experience in the inflationary cost of medical services; [(iv) anticipated inflationary trends in the cost of **Prescription Drugs**; (v) historical experience in the past inflationary cost of **Prescription Drugs**;] (vi) anticipated future claims experience of **Your Renewal Premium Class**; (vii) other economic factors; (viii) anticipated advances in the medical diagnosis capabilities of injuries and illnesses, including the anticipated cost thereof; (ix) anticipated advances in the manner, method and delivery of medical care and treatment, including the anticipated cost thereof; and (x) any other reason permitted by applicable state law. **We** will tell **You** [and the **Group Specified Disease Insurance Policyholder**] at least thirty (30) days in advance of the effective date of any **Renewal Premium** increase that occurs due to a change in the table of premium rates for **Renewal Premium**.

2. RENEWAL PREMIUM CHECK OR DRAFT NOT HONORED

Any [premium payment made {*Option 1* [by **You** to **Us**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** to **Us** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}] by a check or draft which is not honored at the bank upon which it is drawn shall be of no effect toward coverage under this **Certificate** unless and until valid restitution is made to **Us** within the time provided herein for making such premium payment.

3. GRACE PERIOD

Unless at least thirty-one (31) days prior to a **Renewal Premium** due date **We** have mailed to **You** written notice of **Our** intention not to renew this **Certificate** a grace period of thirty-one (31) days from such due date is given for the late payment {*Option 1* [by **You** to **Us**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** to **Us** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}] of the **Renewal Premium** due. If {*Option 1* [**You**]} {*Option 2* the **Group Specified Disease Insurance Policyholder** on **Your** behalf}} make[s] payment to **Us** of the required **Renewal Premium** during such grace period {*Option 2* [from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**]}], then this **Certificate** will remain in force for **Benefit** claims arising during such grace period. However, if the **Company** has received notification of **Your** intention to cancel any **Insured's** coverage under this **Certificate**, there is no grace period for the late payment of any **Renewal Premium** that would otherwise have been due for such **Insured** but for such cancellation.

4. REINSTATEMENT

If the **Renewal Premium** is not paid {*Option 1* [by **You**]} {*Option 2* [by the **Group Specified Disease Insurance Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**]} before the grace period ends, later acceptance of premium by **Us** without requiring an application for reinstatement will reinstate this **Certificate** as of the date of acceptance of the late premium, together with all applicable administration and policy fees, as well as all applicable state and federal taxes. If **We** require an application that will be fully underwritten by **Us**, {*Option 1* [**You**]} {*Option 2* [**You** and the **Group Specified Disease Insurance Policyholder**]} will be given a conditional receipt for the premium. If the application is approved after underwriting, this **Certificate** will be reinstated as of the approval date together with payment {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** on **Your** behalf on **Your** behalf from the amount of the

member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}] all back or past due premium and all applicable administration and policy fees, as well as all applicable state and federal taxes permitted by applicable state law. Lacking such approval, this **Certificate** will be reinstated on the forty-fifth (45th) day after the date of the conditional receipt, unless **We** have previously notified {*Option 1* [**You**]} {*Option 2* [**You** and the **Group Specified Disease Insurance Policyholder**]}, in writing, of **Our** disapproval of the reinstatement.

The reinstated **Certificate** will cover only **Covered Expenses** that result from a **Specified Disease** that begins more than ten (10) days after the date of reinstatement.

In all other respects **Your** rights and **Our** rights will remain the same subject to any provisions noted on or attached to the reinstated **Certificate**.

5. INITIAL PREMIUM RATE GUARANTEE PERIOD

The amount of **Renewal Premium** with the same **Mode of Premium Payment** as the **Mode of Premium Payment** of the **Initial Premium** is guaranteed not to exceed the amount of the **Initial Premium** for each renewal period commencing prior to the expiration of the **Premium Rate Guarantee Period** as a result of any: (i) change in the table of premium rates used to calculate the **Initial Premium**; or (ii) increase in the attained age after the **Issue Date** of any **Insured** listed on the **Certificate Schedule**. The length of the **Premium Rate Guarantee Period** is shown on the **Certificate Schedule**. However, **Renewal Premium** rates may be increased by **Us** during the **Premium Rate Guarantee Period** upon any one or more of the following:

- a. **You** add **Insureds** to this **Certificate**;
- b. **You** change the amount of the **Policy Year Deductible** shown on the **Certificate Schedule**;
- c. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
- d. **You** change any other coverage option;
- e. **You** change residence to a different zip code;
- f. **You** change the **Mode Of Premium Payment**;
- g. **You** add optional coverage riders, if any;
- h. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;
- i. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
- j. the **Participating Provider** network availability changes for **Your** state;
- k. the **Participating Provider** negotiated discounts change;
- l. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
- m. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or
- n. any other change in federal or state law affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

V. SPECIFIED DISEASE BENEFITS AND CLAIM PROCEDURES

Insureds have the right to obtain medical care from the **Provider** and **Hospital** of their choice, however, all applicable **Specified Disease Benefit** payments by **Us** under this SPECIFIED DISEASE BENEFITS AND CLAIMS PROCEDURES Section of the **Certificate** are limited to the applicable **Company Insurance Percentage** of **Covered Expenses** incurred by an **Insured**. Coverage under this Section of the **Certificate** will be reduced for medical services, supplies, care or treatment obtained from a **Non-Participating Provider**. The difference between both the **Company Insurance Percentages** and the **Insured Coinsurance Percentages** for: (i) **Participating Providers** and (ii) **Non-Participating Providers** are shown in the **Certificate Schedule**. In addition, **We** shall never be required to make a payment for **Covered Expenses** incurred in excess of the amount of (i) the **Policy Year Maximum Benefit Per Insured** during any **Policy Year**, (ii) the amount of the **Lifetime Transplant Maximum Per Insured** during an **Insured's** lifetime, or (iii) the amount of the **Lifetime Certificate Maximum Per Insured** during an **Insured's** lifetime.

Covered Expenses incurred by an **Insured** for **Specified Disease Benefits** are subject to the **Policy Year Deductible**, the **Insured Coinsurance Percentage** and any applicable **Access Fees**, unless otherwise specified.

A. SPECIFIED DISEASES

Subject to and expressly limited by all applicable definitions, exclusions, limitations, non-waiver provisions, waiting periods, and other provisions contained in this **Certificate**, as well as any exclusionary coverage riders, endorsements, or amendments attached to hereto, the following enumerated sicknesses shall constitute **Specified Diseases** under this **Certificate**:

1. [Adrenal Hypofunction (Addison's Disease)]
2. [Amyotrophic Lateral Sclerosis (Lou Gehrig's Disease)]
3. [Arteriosclerosis]
4. [Bacterial Infection]
5. [Brain and Nervous System Disease]
6. [Cancer]
7. [Cardiovascular Disease]
8. [Complications of Pregnancy]
9. [Cystic Fibrosis]
10. [Diabetes]
11. [Endocrine System Disease]
12. [Gastrointestinal Disease]
13. [Heart Attack (Myocardial Infarction)]
14. [Hypertension]
15. [Influenza]
16. [Inherited Metabolic Disorder]
17. [Kidney and Urinary Tract Disease]
18. [Liver and Biliary Tract Disease]
19. [Multiple Sclerosis]
20. [Muscular Dystrophy]
21. [Musculoskeletal Disease]
22. [Obstructive Sleep Apnea]
23. [Ophthalmology Disease]
24. [Osteoarthritis]
25. [Osteomyelitis]
26. [Osteoporosis]
27. [Otolaryngology Disease]
28. [Poliomyelitis]
29. [Pulmonary Disease]
30. [Rheumatoid Arthritis]
31. [Reproductive System Disease]
32. [Sickle Cell Anemia]
33. [Skin Disease]
34. [Stroke (CVA)]

- 35. [Toxic Epidermal Necrolysis]
- 36. [Toxic Shock Syndrome (TSS)]
- 37. [Viral Infection].

B. SPECIFIED DISEASE BENEFITS

Subject to and expressly limited by all applicable definitions, exclusions, limitations, non-waiver provisions, waiting periods, and other provisions contained in this **Certificate**, as well as any exclusionary coverage riders, endorsements, or amendments attached to hereto, **We** promise to pay to or on behalf of each **Insured**, (independently and on a non-coordinated basis with any other type of insurance coverage the **Insured** may have in-force with **Us** or any other insurance carrier), the **Company Insurance Percentage** of the amount of professional fees and other applicable medical diagnostic or treatment expenses and charges that constitute **Covered Expenses** incurred by each **Insured** for the following described **Inpatient** and **Outpatient** services that are **Provided** as a result of a **Specified Disease**, but only after: (i) each applicable **Access Fee** amount in this Section has been first satisfied and deducted from such **Covered Expenses** and applied to the applicable **Insured** for payment; (ii) the amount of the **Policy Year Deductible** has been first satisfied by deduction from such **Covered Expenses** and applied to the applicable **Insured** for payment; (iii) the amount of any applicable **Separate Deductible For Non-Participating Providers** and **Failure to Pre-Certify Treatment Deductible** has been first satisfied by deduction from such **Covered Expenses** and applied to the applicable **Insured** for payment; and (iv) the applicable **Insured Coinsurance Percentage** of the **Covered Expenses** remaining after satisfaction of all applicable deductibles and **Access Fees** is, likewise, satisfied by deduction from the remaining **Covered Expenses** and applied to the applicable **Insured** for payment:

1. INPATIENT HOSPITAL CONFINEMENT FOR SPECIFIED DISEASES:

a. INPATIENT HOSPITAL CARE FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** or a **Provider** in connection with admission and **Confinement** of an **Insured** at the **Hospital** due to **Specified Diseases**:

- 1) **Hospital** - semi-private daily room and board;
- 2) **Intensive Care Unit** of the **Hospital** - daily room and board (Note, daily room and board will be at the semi-private rate for admission to units or areas of the applicable **Hospital** which are step-down units from the **Intensive Care Unit**, including, sub-acute intensive care units, progressive care units, intermediate care units, private monitored rooms, observation units or other facilities not meeting the standards set forth in the definition of an **Intensive Care Unit**);
- 3) **Hospital** miscellaneous medications, prescription drugs, services and supplies - (Note, miscellaneous charges by a **Hospital** for personal convenience items, including but not limited to television, telephone, internet and radio are not considered **Covered Expenses**); and
- 4) **Provider** Visits – (Note: limited one (1) **Provider** visit per treating **Provider** per day while the **Insured** is an **Inpatient** at a **Hospital**, and a maximum of sixty (60) **Provider** visits per **Hospital Confinement**. **Specified Disease Benefits** are not payable for professional fees for visits at the **Hospital** following surgery by a Surgeon, Anesthesiologist or Nurse Anesthetist whose professional fees in connection with the surgery constitute **Covered Expenses**, unless the visit is to evaluate or treat a **Specified Disease** other than that which resulted in the **Insured's** covered surgery).

b. INPATIENT SURGERY FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** and **Providers** received by an **Insured** in connection with **Inpatient** surgery performed at the **Hospital** due to **Specified Diseases**:

- 1) Primary Surgeon;
- 2) Assistant Surgeon – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for one assistant surgeon in connection with surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 3) Anesthesiologist or Nurse Anesthetist – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for either an anesthesiologist's or a

nurse anesthetist's administration and monitoring of anesthesia administered during surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);

- 4) Pathologist Fees – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for a pathologist's evaluation and/or interpretation of any tissue specimen removed during or in connection with such surgery); and
- 5) Second Surgical Opinion - Up to \$250 of professional fees for a second surgical opinion if:
 - a) the **Insured's Provider** determines that surgery is needed;
 - b) the surgery is not excluded from this **Certificate** or any riders, amendments or endorsements attached hereto;
 - c) the **Insured** is examined in person by another qualified **Provider** for the purpose of obtaining a second surgical opinion; and
 - d) the **Provider** issuing the second surgical opinion sends **Us** a written report.

However, **We** will not pay for the second surgical opinion if the **Provider** issuing the second surgical opinion performs or assists in the surgery.

c. BREAST RECONSTRUCTION FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** and a **Provider** received by an **Insured** in connection with **Breast Reconstruction** performed at a **Hospital**.

d. INPATIENT THERAPY FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** or a **Provider** in connection with the following types of therapy received by an **Insured** as an **Inpatient** at the **Hospital** due to a **Specified Disease** :

- 1) Radiation therapy;
- 2) Chemotherapy;
- 3) Occupational therapy;
- 4) Physical therapy (not to exceed 25 treatments or a maximum physical therapy **Specified Disease Benefit** payment of \$2,000 per **Policy Year**, per **Insured**);
- 5) Rehabilitation therapy; and
- 6) Speech therapy.

This **Inpatient** therapy coverage does not include fees or expenses charged for spinal manipulations.

e. INPATIENT LABORATORY AND DIAGNOSTIC TESTS FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** or a **Provider** in connection with the performance and interpretation of laboratory and diagnostic tests received by an **Insured** as an **Inpatient** at the **Hospital** due to **Specified Diseases**.

f. TRANSPLANTS FOR SPECIFIED DISEASES

When generally accepted medical indications and standards for transplantation (including grafts) have been met and all assessments required by the treating institution are successfully completed, then services **Provided** by a **Hospital** and **Providers** in connection with the performance of **Solid Organ Transplants, Bone Marrow Transplants, and/or Stem Cell Transplants** that are received by an **Insured** are covered.

The maximum amount of **Covered Expenses** allowed for professional fees of a **Provider** and facility fees for the harvesting of applicable donor organs or donor bone marrow is \$10,000 per transplant, to the extent that any **Specified Disease Benefit** hereunder remain and are available under the **Certificate** for the applicable **Insured** recipient. Any payment of donor expenses hereunder will be applied toward the satisfaction of the **Lifetime Transplant Maximum Per Insured**.

However, the amount of **Specified Disease Benefit** hereunder will be reduced by fifty (50) percent for any **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received that

were not reviewed by **Us** prior to transplantation evaluation, testing or donor search. In addition, the following items/procedures are not covered under this **Certificate**:

- 1) any non-human (including animal or mechanical) **Solid Organ Transplant**;
- 2) transplants approved for a specific medical condition, but applied to another condition;
- 3) the purchase price of any organ, tissue, blood, bone marrow, cells, or stem cells that are sold and not donated;
- 4) any donor charge or donor expense incurred that does not constitute **Covered Expenses** allowed for professional fees and facility fees incurred in connection with the harvesting of applicable donor organs or donor bone marrow; and
- 5) any transplantation (including grafts) that does not constitute **Solid Organ Transplants, Bone Marrow Transplants, and/or Stem Cell Transplants**.

2. EMERGENCY ROOM AND OTHER OUTPATIENT COVERAGE FOR SPECIFIED DISEASES:

a. EMERGENCY ROOM SERVICES FOR SPECIFIED DISEASES

Subject to the **Emergency Room Access Fee**, services **Provided** by a **Hospital** or a **Provider** in the emergency room of the **Hospital** for the following items received by an **Insured** on an **Emergency** basis:

- 1) Emergency room services and supplies;
- 2) **Provider** services for surgery in the **Emergency Room** of the **Hospital**, if **We** are notified of such surgery within seventy-two (72) hours after such surgical procedure has been performed, or as soon thereafter as reasonably possible;
- 3) X-ray and laboratory examinations;
- 4) Prescription drugs administered prior to discharge from the **Emergency Room**;
- 5) Surgical dressings, casts, splints, trusses, braces and crutches received prior to discharge from the emergency room; and
- 6) Services of a registered nurse (R.N.) in the **Emergency Room** of a **Hospital**.

The **Emergency Room Access Fee** shall be waived by **Us** if such **Insured** is **Confined** in any **Hospital** within twenty-four (24) hours of such **Emergency Room** visit.

b. OUTPATIENT TREATMENT FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital**, or an **Emergency Care Facility** in connection with the **Outpatient** treatment of **Specified Diseases** received by an **Insured**. Services **Provided** by a **Hospital** or a **Provider** in the emergency room of the **Hospital** are subject to the **Emergency Room Access Fee**.

c. EMERGENCY TRANSPORTATION TO HOSPITAL BY AMBULANCE FOR SPECIFIED DISEASES

Services **Provided** in connection with transportation of an **Insured** by either local ground ambulance or local air ambulance to the nearest **Hospital** that is appropriately staffed, equipped, available and suitable for the **Emergency** diagnosis, care and treatment of an **Insured's Specified Disease**. However, expenses charged for transportation to a **Hospital** by air ambulance are not payable or otherwise considered a **Specified Disease Benefit**, if such **Insured's** medical condition was not sufficiently acute or severe upon arrival at the **Hospital** to result in an **Inpatient** admission and **Confinement** in the **Hospital** immediately following the **Insured's** evaluation and treatment in the emergency room of such **Hospital**.

d. OUTPATIENT SURGERY FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** or **Ambulatory Surgical Center** and **Providers** in connection with surgery performed on an **Insured** on an **Outpatient** basis for **Specified Diseases**:

- 1) **Hospital** or **Ambulatory Surgical Center** – (expenses that constitute **Covered Expenses** will be considered for **Specified Disease Benefit** payment for the pre-operation, operation and recovery rooms, as well as for medications, prescription drugs, and other miscellaneous items, services and

supplies; provided that miscellaneous charges for any personal convenience items, including but not limited to television, telephone, and radio are not considered **Covered Expenses**);

- 2) Primary Surgeon;
- 3) Assistant Surgeon – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for one assistant surgeon in connection with surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 4) Anesthesiologist or Nurse Anesthetist – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for either an anesthesiologist or a nurse anesthetist administration and monitoring of anesthesia, during surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 5) Pathologist – (professional Fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for a pathologist's evaluation and/or interpretation of any tissue specimen removed during or in connection with such surgery); and
- 6) Second Surgical Opinion - Up to \$250 of professional fees for a second surgical opinion if:
 - a) the **Insured's Provider** determines that surgery is needed;
 - b) the surgery is not excluded from this **Certificate** or any riders, amendments or endorsements attached hereto;
 - c) the **Insured** is examined in person by another qualified **Provider** for the purpose of obtaining a second surgical opinion; and
 - d) the **Provider** issuing the second surgical opinion sends **Us** a written report.

However, **We** will not pay for the second surgical opinion if the **Provider** issuing the second surgical opinion performs or assists in the surgery.

e. [OUTPATIENT LABORATORY AND DIAGNOSTIC TESTS FOR SPECIFIED DISEASES]

Subject to **Laboratory and Diagnostic Testing Access Fee**, if applicable, services **Provided** by a **Hospital**, or other medical facility in connection with the performance and interpretation of laboratory and diagnostic tests received on an **Outpatient** basis by an **Insured** due to **Specified Diseases**.]

f. [OUTPATIENT THERAPY FOR SPECIFIED DISEASES]

Services **Provided** by a **Hospital**, or other medical facility in connection with the following types of therapy received on an **Outpatient** basis by an **Insured** due to **Specified Diseases**:

- 1) Radiation therapy;
- 2) Chemotherapy;
- 3) Physical therapy (not to exceed 25 treatments or a maximum **Specified Disease Benefit** payment of \$2,000 per **Policy Year** per **Insured**);
- 4) Rehabilitation therapy; and
- 5) Speech therapy.

This **Outpatient** therapy **Specified Disease Benefit** does not include fees or expenses charged for spinal manipulations.]

g. [DOCTOR OFFICE VISITS FOR SPECIFIED DISEASES]

Professional services **Provided** by a **Provider** during a **Medically Necessary** visit to the professional offices of such **Provider** for the purposes of evaluation, diagnosis and treatment of a **Specified Disease**.]

h. [OUTPATIENT PRESCRIPTIONS FOR SPECIFIED DISEASES]

Prescriptions filled by a **Participating Pharmacy**, but **Covered Expenses** for such **Prescriptions** shall not exceed, the amount of the cost of the least expensive drug, medicine or **Prescription Drug** that may be used to treat the **Insured's Specified Disease**, all in accordance with the following schedule:

- 1) If a **Generic Drug** is available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for either a **Brand Name Drug** or a **Preferred Brand Drug** that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of such **Generic Drug** at such pharmacy;
- 2) If a **Preferred Brand Drug** is available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for a **Brand Name Drug** that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of the **Preferred Brand Drug** at such pharmacy; and
- 3) If both a **Generic Drug** and a **Preferred Brand Drug** are available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for a **Brand Name Drug** that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of such **Generic Drug** at the pharmacy.

If **Prescription Drugs** are purchased by an **Insured** from a **Non-Participating Pharmacy**, then the amount of **Covered Expenses** for the purposes of calculating a benefit payment hereunder shall be limited to the amount of **Covered Expenses** that would have been incurred by such **Insured** if the **Prescription Drugs** had been purchased at a **Participating Pharmacy** instead of the **Non-Participating Pharmacy**.]

i. [HOME HEALTH CARE FOR SPECIFIED DISEASES

Services **Provided** to an **Insured** due to a **Specified Disease** for the care specified in a **Home Health Care Plan**, up to a **Covered Expense** maximum per day of 50% of the amount of the semi-private room rate of either (i) the **Hospital** where such **Insured** was **Confined** prior to the development of the **Home Health Care Plan**, or (ii) the **Skilled Nursing Home** where such **Insured** was a resident immediately prior to the development of the **Home Health Care Plan**. Such expenses incurred by an **Insured** as the result of a **Home Health Care Plan** are payable for an **Insured**, if:

- 1) The **Insured** had first been **Confined** in a **Hospital** or was a resident at a **Skilled Nursing Home** due to a **Specified Disease**;
- 2) The **Home Health Care Plan** of the **Insured** begins no later than thirty (30) days after discharge from the **Hospital** or **Skilled Nursing Home**; and
- 3) The **Home Health Care Plan** is for the same or related **Specified Disease** as the **Hospital** or **Skilled Nursing Home Confinement**.

A **Provider** must certify that the **Insured** would have to be in a **Hospital** or **Skilled Nursing Home** (and receive a level of care greater than **Custodial Care**) if **Home Health Care Plan** services had not been available.

Payment under this coverage is limited to a period of a maximum of 120 days during a twelve (12) consecutive month period.]

j. [HOSPICE CARE FOR SPECIFIED DISEASES

Services **Provided** to an **Insured** for **Hospice Care** due to a **Specified Dis**, if:

- 1) such **Hospice Care** is provided as the result of **Specified Disease** for which **Covered Expenses** were incurred by such **Insured** for **Hospital Confinement**;
- 2) the **Insured's Provider** certifies the life expectancy of the **Insured** is six (6) months or less; and
- 3) the **Insured's Provider** recommends a **Hospice Care** program.

Payment under this coverage is limited to a period of a maximum of six (6) consecutive months.]

k. [MEDICAL EQUIPMENT AND SUPPLIES FOR SPECIFIED DISEASES

Medical Equipment and supplies **Provided** to an **Insured** as a result of a **Specified Disease** which are **Covered Expenses** includes:

- 1) Blood, plasma, and derivatives, if not replaced;

- 2) Initial replacement of natural limbs and eyes when loss occurs while this **Certificate** is in force;
- 3) Initial permanent lens immediately following cataract surgery, except the replacements will not be covered;
- 4) Casts, non-dental splints, trusses, crutches and braces (except dental or orthodontic braces);
- 5) Rental (not to exceed the purchase price) of a wheelchair, hospital bed, or other durable portable medical equipment **Provided** to an **Insured** in each event required for therapeutic treatment of **Specified Diseases** on an **Outpatient** basis; and
- 6) Oxygen and its administration.]

I. [SKILLED NURSING HOME FOR SPECIFIED DISEASES

Daily room and board and miscellaneous charges for other services **Provided** to an **Insured** due to **Specified Diseases** for residential care received in a **Skilled Nursing Home** for up to a maximum of 120 days in a twelve (12) month period, if:

- 1) the **Insured** has first been **Confined** in a **Hospital** for three (3) or more consecutive days;
- 2) the **Skilled Nursing Home** stay begins within thirty (30) days after discharge from the **Hospital**;
- 3) the **Skilled Nursing Home** stay is for the same or related a **Specified Disease** as the **Hospital Confinement**; and
- 4) the **Insured's Provider** certifies the need for **Skilled Nursing Home Confinement**.

m. [SUPPLIES AND SERVICES ASSOCIATED WITH THE TREATMENT OF DIABETES

The following **Outpatient** services **Provided** to an **Insured** for care received during for the treatment of diabetes and associated conditions:

- 1) **Diabetes Equipment**;
- 2) **Diabetes Supplies**; and
- 3) **Diabetes Self-Management Training**.]

C. PRE-CERTIFICATION OF TREATMENT

If an **Insured** notifies and obtains from **Us** a certification that **Covered Expenses** are to be incurred due to a **Medically Necessary Hospital Confinement** or surgery, **We** will provide the **Specified Disease Benefits** for **Covered Expenses** as specified under the terms and provisions of this **Certificate** and any riders, amendments, or endorsements attached hereto.

Certification must be obtained prior to all **Inpatient** admissions, except in the case of an **Emergency** admission. In the event of an **Emergency Inpatient** admission, the **Insured** or his or her **Provider** must notify **Us** within seventy-two (72) hours of **Confinement**, or as soon thereafter as reasonably possible.

At the time notification of surgery is made, **We** will inform the **Insured** and his or her **Provider** if a second surgical opinion is required, at the expense of the **Company**, before certification will be given and will assign a length of stay if it is determined that **Inpatient Hospital** care is **Medically Necessary**. **We** may extend the length of stay upon the request of the **Insured** or **Provider** if **We** determine an extension is **Medically Necessary**. No **Specified Disease Benefits** will be provided under this **Certificate** for expenses that are determined not **Medically Necessary**.

Treatment provided at any time after initial certification that differs from the specific plan of care and treatment previously authorized requires re-certification by **Us**.

Pre-Certification of Treatment, services, and/or a length of stay is not a guarantee of **Specified Disease Benefits** under this **Certificate** or the **Group Specified Disease Insurance Policy**. All claims for **Specified Disease Benefits** under this **Certificate**, including claims for services and treatment that were pre-certified by **Us**, are subject to all terms, definitions, limitations, exclusions and restrictions contained in this **Certificate** and any riders, endorsements, or amendments attached hereto.

D. CLAIM PROCEDURES, INVESTIGATION AND PAYMENT

1. NOTICE OF CLAIM

Written notice of claim must be received by **Us** within thirty (30) days of the date that each **Covered Expense** is incurred by an **Insured**. If it is not reasonably possible for the notice of claim to be transmitted to **Us** so that it is received within such thirty (30) day period, then written notice of claim must be received by **Us** as soon thereafter as reasonably possible. A **Provider's** billing statement that is timely received by **Us** will suffice as a written notice of the claim under this Section. **Our** current address for providing a written notice of claim is shown on Page 1. A written notice of claim should include the applicable **Insured's** name, the **Primary Insured's** name, the applicable **Provider's** name, and the **Certificate** number.

2. CLAIM FORMS AND ADDITIONAL INFORMATION TO BE PROVIDED

When **We** receive timely written notice of claim, **We** will normally send **You** a claim form to be completed, signed and returned. The general purpose of the claim form is to provide **Us** with general background information about the nature of the claim, which information may be necessary in order to complete a proper proof of loss. If this claim form is not provided to **You** within fifteen (15) days, of **Our** timely receipt of written notice of the claim, then **You** will not be required to later complete, sign and return the written claim form, but may be required to provide other information, including a written authorization for the release of medical records and information, which in each event is necessary either for **Our** investigation of the claim or otherwise as part of the completion of a proper proof of loss. **We** must receive information requested within the time limit stated in the Section V. C. 3, PROOFS OF LOSS.

3. PROOFS OF LOSS

Written proof of a **Covered Expense** must be provided to **Us** within ninety (90) days after such **Covered Expense** is incurred by an **Insured**. If it was not reasonably possible for **You** to give **Us** proof in the time required, **We** will not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof of loss required must be provided no later than one (1) year from the date the **Covered Expense** was incurred by the **Insured** unless **You** are legally incompetent or otherwise physically unable to act.

4. CLAIMS REVIEW, INVESTIGATION, ADJUSTMENT AND ADJUDICATION

As written notice of claims, completed claim forms, signed authorizations for release of medical authorizations, medical records, and other written information from **Insureds** and **Providers** are received and reviewed additional investigation, requests for information and other matters may occur in connection with the completion of a proper proof of loss, adjustment and adjudication of the claim. At **Our** expense, **We** have the right to have the **Insured** examined by a **Provider** of **Our** choice as often as is reasonably necessary while a claim or other benefit determination is pending. Information received during the review and investigation of a claim will be considered, as applicable, in connection of whether a timely and proper proof of loss has been completed. After **Our** investigation has been completed, claims will be adjusted and adjudicated in accordance with the coverage under this **Certificate** that was in force on the date the applicable expense was incurred. Part of the adjustment and adjudication process includes a determination of the amount of **Covered Expense** incurred by the **Insured** for the applicable services rendered. This determination will normally require communication with the network with whom the applicable **Provider** was contracted at the time the service was rendered, as well as other matters. Once a decision has been made on a claim and this decision has been processed, an explanation of benefits form will be transmitted to the **Primary Insured** and each applicable **Provider**.

5. PAYMENT OF CLAIMS

The applicable portion of **Covered Expenses** incurred by an **Insured**, which are owed by the **Company** under this **Certificate**, will be paid to the **Primary Insured**, unless the right to such payment was previously assigned to a **Provider** for direct payment. Upon the death of the **Primary Insured**, the unpaid amount of any applicable **Covered Expenses** incurred by an **Insured**, which are owed by the **Company** under this **Certificate**, will be paid to the **Beneficiary**, unless the right to such payment was previously assigned to a **Provider** for direct payment. Any claim payment made by **Us** in good faith will

fully discharge **Our** liability under this **Certificate** for such claim to the extent of the amount of such good faith payment.

6. TIME OF PAYMENT OF CLAIMS

We will make payments due promptly once a decision has been made on a claim and this decision has been processed.

Payment shall be treated as being made on the date a draft or valid instrument was placed in the United States mail to the last known address of the applicable **Primary Insured, Provider, or Beneficiary** in a properly addressed, postpaid envelope, or, if not so posted, on the date of delivery.

A **Specified Disease Benefit** payment owed by **Us** under this **Certificate**, but not paid within thirty (30) days after the date of **Our** receipt of a proper proof of loss and the completion of **Our** investigation of the claim, will be considered past due. **We** will pay interest on any past due **Specified Disease Benefit** payment amount at the rate of one and one-half percent per month commencing on the thirty first (31st) day after the completion and **Our** receipt of a proper proof of loss and the completion of **Our** investigation of the claim until the date such payment is tendered by **Us**.

VI. DEDUCTIBLES

A. POLICY YEAR DEDUCTIBLE

No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** incurred by an **Insured**, until after the **Policy Year Deductible** is satisfied and fully payable each **Policy Year** by such **Insured**. The amount of the **Policy Year Deductible** is shown on the **Certificate Schedule** and applies per **Policy Year** separately to each **Insured**.

In addition to the **Policy Year Deductible**, the **Separate Deductible For Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

Neither (i) the amount of the **Separate Deductible For Non-Participating Providers**, nor (ii) the amount of the **Failure to Pre-Certify Treatment Deductible** may be used to satisfy the **Policy Year Deductible**.

B. SEPARATE DEDUCTIBLE FOR NON-PARTICIPATING PROVIDERS

No **Specified Disease Benefits** are payable under this **Certificate** for services rendered by **Non-Participating Providers** until after the amount of the **Policy Year Deductible** and the **Separate Deductible For Non-Participating Providers** are satisfied and fully payable. The amount of the **Separate Deductible For Non-Participating Providers** is shown on the **Certificate Schedule** and applies per **Policy Year** separately to each **Insured**.

Neither (i) the amount of the **Policy Year Deductible** nor (ii) the amount of the **Failure to Pre-Certify Treatment Deductible** may be used to satisfy the **Separate Deductible For Non-Participating Providers**.

C. SEPARATE DEDUCTIBLE FOR FAILURE TO PRE-CERTIFY TREATMENT

An additional deductible in the amount of \$1,000, the **Failure to Pre-Certify Treatment Deductible**, will be applied to **Covered Expenses** before the **Company Insurance Percentage** is payable under this **Certificate** for each (i) **Inpatient Hospital Confinement**, and (ii) surgery, if **Pre-Certification of Treatment** is not obtained. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** that are subject to the **Failure to Pre-Certify Treatment Deductible** until after the amount of any such **Failure to Pre-Certify Treatment Deductible** is satisfied and fully payable by either **You** or such **Insured**.

D. FAMILY POLICY YEAR DEDUCTIBLE MAXIMUM

Once a [combined] total of [one, two or three] [(1), (2), or (3)] **Policy Year Deductible[s]** [have/has] been satisfied in any **Policy Year** by any [three (3)] **Insured[s]**, no additional **Policy Year Deductible** will be assessed by **Us** in connection with medical treatment and services rendered to any other **Insured** during the remainder of such **Policy Year**.

VII. LIMITATIONS, EXCLUSIONS AND NON-WAIVER

A. LIMITATIONS-WAITING PERIODS

Coverage under this **Certificate** is limited as provided by the definitions, limitations, exclusions, and terms contained in each and every Section of this **Certificate**, as well as the following limitations and waiting periods:

1. Any treatment, medical service, surgery, medication, equipment, claim, loss or expense received, purchased, leased or otherwise incurred as a result of an **Insured's Pre-existing Condition** is not covered under this **Certificate** unless such treatment, medical service, surgery, medication, equipment, claim, loss or expense constitutes **Covered Expenses** incurred by such **Insured** more than twelve (12) months after the **Issue Date**, and such treatment, medical service, surgery, medication, equipment, claim, loss or expense are not otherwise limited or excluded by this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
2. Any **Specified Disease** loss or expense which results from the diagnosis, care or treatment of hernia, **[Disease of the Reproductive System,]** hemorrhoids, varicose veins, tonsils and/or adenoids, or otitis media shall be covered under this **Certificate** only if (i) such loss or expense constitutes **Covered Expenses** incurred by an **Insured** after this **Certificate** has been in force for a period of six (6) months from the **Issue Date**, (ii) such **Specified Diseases** are not otherwise limited or excluded by this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**, (iii) care for such **Specified Disease** is **Provided** on an **Emergency** basis, and (iv) such **Specified Disease** is not a **Pre-existing Condition**;
3. If as the result of an **Emergency** treatment of a **Specified Disease** services are rendered for an **Insured** by a **Non-Participating Provider** when a **Participating Provider** was not reasonably available in connection with either (i) on an **Outpatient** basis in the emergency room of a **Hospital** or (ii) an **Emergency Inpatient** admission to a **Hospital**, then the **Covered Expenses** incurred will be reimbursed by **Us** as if such **Non-Participating Provider** were a **Participating Provider** up to the point when the **Insured** can be safely transferred to a **Participating Provider**. If the **Insured** refuses or is unwilling to be transferred to the care of a **Participating Provider** after such **Insured** can be safely transferred, then reimbursement shall thereafter be reduced to the **Company's Insurance Percentage for Non-Participating Providers**;
4. **Specified Disease Benefits** under this **Certificate** for any **Insured** who is eligible for or has coverage under **Medicare**, and/or amendments thereto, regardless of whether such **Insured** is enrolled in **Medicare** shall be limited to only the **Usual and Customary** charges for services, supplies, care or treatment covered under this **Certificate** that are not or would not have been payable or reimbursable by **Medicare** and/or its amendments (assuming such enrollment), subject to all provisions, limitations, exclusions, reductions and maximum benefits set forth in this **Certificate**;
5. [Two-Five million dollars (\$2,000,000-\$5,000,000)] is the maximum total amount of all applicable annual increases in the **Lifetime Certificate Maximum Per Insured** that can be conditionally received after the **Issue Date** pursuant to Section VIII. INCREASE IN THE LIFETIME CERTIFICATE MAXIMUM of this **Certificate**; and
6. Except as contained and specifically set forth in the INCREASE IN THE LIFETIME CERTIFICATE MAXIMUM Section of this **Certificate**, there shall be no increase in the amount of the **Lifetime Certificate Maximum Per Insured**.

B. EXCLUSIONS

Coverage under this **Certificate** is limited as provided by the definitions, limitations, exclusions, and terms contained in each and every Section of this **Certificate**. In addition, this **Certificate** does not provide coverage for the amount of any professional fees or other medical expenses or charges for treatments, care, procedures, services or supplies incurred for the diagnosis, care or treatment charged to an **Insured** or any payment obligation for **Us** under this **Certificate** for any of the following, all of which are excluded from coverage:

1. any cost item, charge or expense which does not constitute **Covered Expenses**;
2. any accidental bodily injury suffered by an **Insured**;
3. any disease, ailment, illness or sickness that is not a **Specified Disease**;
4. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** before the **Certificate Issue Date**;
5. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** after an **Insured's** coverage under this **Certificate** terminates, regardless of when the sickness or disease occurred, except as **Provided** in the EXTENSION OF BENEFITS provision;
6. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured**, which exceed the **Lifetime Certificate Maximum Per Insured**;
7. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** which exceed the **Lifetime Transplant Maximum Per Insured** for all **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received by each **Insured** including any applicable expense for professional fees and facility fee incurred in connection with harvesting the applicable donor organ or donor bone marrow for the purposes of such transplantation;
8. [any **Prescription Drugs**];
9. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** and contained on a billing statement to the **Insured** which exceeds the amount of the **Maximum Allowable Charge**;
10. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured**, which **You** or **Your** covered family members are not required to pay;
11. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** for which the **Insured** and/or any covered family members are not legally liable for payment;
12. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** for which the **Insured** and/or any covered family members were once legally liable for payment, but from which liability the **Insured** and/or family members were forgiven and released by the applicable **Provider** without payment or promise of payment;
13. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** from any state or federal government agency, including the Veterans Administration unless, by law, an **Insured** must pay for such services;
14. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** as a result of experimental procedures or treatment methods not approved by the American Medical Association or other appropriate medical society;
15. any eyeglasses, contact lenses, radial keratotomy, lasik surgery, hearing aids and exams for their prescription or fitting;
16. any Cochlear implants;
17. any voluntary abortions, abortifacants or any other drug or device that terminates a pregnancy;
18. any services **Provided** by **You** or a **Provider** who is a member of an **Insured's** family;
19. any medical condition excluded by name or specific description by either this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
20. any treatment, care, procedures, services or supplies incurred by an **Insured** which were caused or contributed to by such **Insured's** being intoxicated or under the influence of any drug, narcotic or hallucinogens unless administered on the advice of a **Provider**, and taken in accordance with the limits of such advice;
21. any medical condition excluded by name or specific description by either this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
22. any cosmetic surgery or reconstructive procedures, except for **Medically Necessary** cosmetic surgery or reconstructive procedures performed under the following circumstances: (i) where such cosmetic surgery is

incidental to or following surgery resulting from **Bacterial Infection** or **Viral Infection**; (ii) to correct a normal bodily function in connection with the treatment of a covered **Specified Disease**; or (iii) such cosmetic surgery constitutes **Breast Reconstruction** that is incident to a **Mastectomy**; provided any of the above occurred while the **Insured** was covered under this **Certificate**.

23. any treatment, care, procedures, services or supplies for breast reduction or augmentation or complications arising from these procedures;
24. any treatment, care, procedures, services or supplies for voluntary sterilization, reversal or attempted reversal of a previous elective attempt to induce or facilitate sterilization;
25. any treatment, care, procedures, services or supplies for treatment of infertility, including fertility hormone therapy and/or fertility devices for any type fertility therapy, artificial insemination or any other direct conception;
26. any treatment, care, procedures, services or supplies for any operation or treatment performed, **Prescription** or medication prescribed in connection with sex transformations or any type of sexual or erectile dysfunction, including complications arising from any such operation or treatment;
27. any treatment, care, procedures, services or supplies for appetite suppressants, including but not limited to, anorectics or any other drugs used for the purpose of weight control, or services, treatments, or surgical procedures rendered or performed in connection with an overweight condition or a condition of obesity or related conditions;
28. any treatment, care, procedures, services or supplies (including **Prescriptions**) incurred for the diagnosis, care or treatment of Attention Deficit Disorder (ADD) or Attention Deficit Hyperactivity Disorder (ADHD);
29. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of **Mental, Nervous and Emotional Disorders**;
30. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of autism;
31. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of **Alcoholism**, addiction to illegal drugs or substances, and/or abuse or illegal drugs or substances;
32. any treatment care, procedures, services or supplies incurred for the diagnosis, care or treatment of cirrhosis of the liver;
33. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of routine maternity or any other expenses related to normal labor and delivery, including routine nursery charges and well-baby care;
34. any contraceptives, oral or otherwise, whether medication or device, regardless of intended use;
35. any fluoride products;
36. any intentional misuse or abuse of **Prescription Drugs**, including **Prescription Drugs** purchased by an **Insured** for consumption by someone other than such **Insured**;
37. any spinal manipulations;
38. any programs, treatment or procedures for tobacco use cessation;
39. any charges for blood, blood plasma, or derivatives that has been replaced;
40. any treatment, care, procedures, services or supplies of Temporomandibular Joint Disorder (TMJ) and Craniomandibular Disorder (CMD);
41. [any treatment received outside of the United States, except as provided for in the EXTRATERRITORIAL MEDICAL EXPENSES provision;] and
42. any services or supplies for personal convenience, including custodial care or homemaker services, except as provided for in this **Certificate**.

C. NON-WAIVER

1. Billed charges for medical care and treatment received by all **Insureds** during a **Policy Year** that are considered and applied by **Us** under Section VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM, does not mean **We** have any liability for coverage or the payment of any **Specified Disease Benefits** under the **Certificate** for the illness that resulted in such expenses, and any such mistake and error by **Us** shall not constitute a waiver of or modification to any of the conditions, terms, definitions, limitations or exclusions contained in either the **Certificate** or any exclusionary rider attached to the **Certificate**.
2. Expenses that are mistakenly applied by **Us** to the **Policy Year Deductible** or erroneously paid by **Us** under any Section or provision of this **Certificate** shall not:
 - a) constitute a waiver of or modification to any conditions, terms, definitions or limitations contained in the **Certificate**, specifically including, but not by way of limitation, the definition of **Specified Disease**,

Medical Necessity or **Covered Expenses**, the limitation of coverage under the **Certificate** for **Pre-existing Conditions**, as well as any exclusion, limitation and/or exclusionary riders which may be attached to the **Certificate**, or otherwise operate to alter, amend, affect, abridge or modify the **Certificate** to which it is attached;

- b) create or establish coverage of any medical condition, illness, or disease under the **Certificate** or under any exclusion, limitation and/or exclusionary riders which may be attached to the **Certificate**; or
- c) affect, alter, amend, abridge, constitute or act as a waiver of the **Company's** ability to rely upon, assert and apply such terms, definitions, limitations or exclusions of the **Certificate** or any amendments thereto.

VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM

A. CONDITIONAL ANNUAL INCREASE

Notwithstanding the amount of the **Lifetime Certificate Maximum Per Insured** stated on the **Certificate Schedule**, but subject to all applicable definitions, exclusions, limitations, non-waiver, and provisions contained in the **Certificate**, as well as all riders, endorsements, and amendments attached to the **Certificate**, **We** will automatically increase the amount of the **Lifetime Certificate Maximum Per Insured** on each anniversary of the **Issue Date** while coverage under the **Certificate** has remained in full force and effect on the following terms and conditions:

1. \$125,000 FIRST ANNIVERSARY OF ISSUE DATE

\$125,000 shall be added to the amount shown on the **Certificate Schedule** for the **Lifetime Certificate Maximum Per Insured** on the first anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **First Policy Year**, is greater than the amount of the **Policy Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**, but the amount of such billed medical charges is less than twice the amount of such **Policy Year Deductible** applicable to such **Insureds**.

2. \$250,000 FIRST ANNIVERSARY OF ISSUE DATE

\$250,000 shall be added to the amount shown on the **Certificate Schedule** for the **Lifetime Certificate Maximum Per Insured** on the first anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **First Policy Year** is less than the amount of the **Policy Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**.

3. \$125,000 SUBSEQUENT POLICY YEARS

\$125,000 shall be added to the then current amount of the **Lifetime Certificate Maximum Per Insured** on each subsequent anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **Subsequent Policy Year** that immediately precedes such anniversary of the **Issue Date** is greater than the amount of the **Policy Year Deductible** shown on the **Certificate Schedule**, but the amount of such billed medical charges is less than twice the amount of such **Policy Year Deductible** applicable to such **Insureds**.

4. \$250,000 SUBSEQUENT POLICY YEARS

\$250,000 shall be added to the then current amount of the **Lifetime Certificate Maximum Per Insured** on each subsequent anniversary of the **Issue Date**, if the total amount of all billed medical charges received by all **Insureds** and submitted to **Us** for consideration during the **Subsequent Policy Year** that immediately precedes such anniversary of the **Issue Date** is less than the amount of the **Policy Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**.

However, the maximum total amount of all applicable annual increases in the **Lifetime Certificate Maximum Per Insured** pursuant to this Section shall not exceed the sum of two million dollars.

IX. UNIFORM PROVISIONS

A. ENTIRE CONTRACT- CHANGES

The entire contract between **You** and the **Company** consists of the **Group Specified Disease Insurance Policy**, this **Certificate**, including **Your** application, which is attached hereto, and any amendments, riders, or endorsements attached to this **Certificate**. All statements made by **You** will, in the absence of fraud, be deemed representations and not warranties. No statement made by an applicant for insurance will be used to contest the insurance or reduce the **Specified Disease Benefits** unless contained in a written application, which is signed by the applicant. No agent may:

1. change, alter or modify the **Group Specified Disease Insurance Policy**, this **Certificate**, or any amendments, riders, or endorsements attached to this **Certificate**;
2. waive any provisions of the **Group Specified Disease Insurance Policy**, this **Certificate**, or any amendments, riders, or endorsements attached to this **Certificate**;
3. extend the time period for payment of premiums under this **Certificate**; or
4. waive any of the **Company's** rights or requirements.

No change in the **Group Specified Disease Insurance Policy** or this **Certificate** will be valid unless it is:

1. noted on or attached to the **Group Specified Disease Insurance Policy** or this **Certificate**;
2. signed by one of **Our** officers; and
3. delivered to the **Primary Insured**, as shown on the **Certificate Schedule**.

B. TIME LIMIT ON CERTAIN DEFENSES

After two (2) years from the effective date of coverage, only fraudulent misstatements in the enrollment application may be used to void this **Certificate** or deny any claim for a loss occurring after the two (2) year period.

No claim for a **Covered Expense** charged after two (2) years from the **Insured's** effective date of coverage will be reduced or denied because a medical condition, not excluded by name or specific description, existed before the effective date of coverage.

D. CONFORMITY WITH STATE STATUTES

Any provision of this **Certificate** or the **Group Specified Disease Insurance Policy** which, on its effective date, is in conflict with the laws of the state in which **You** live on that date, is amended to conform to the minimum requirements of such laws.

E. MISSTATEMENT OF AGE

If the age of an **Insured** has not been stated correctly, his or her correct age will be used to determine (i) the amount of insurance for which he or she is entitled, (ii) the effective date of termination of insurance, and (iii) any other rights or **Specified Disease Benefits** under this **Certificate** or the **Group Specified Disease Insurance Policy**.

Premiums will be adjusted if too much or too little was paid due to the misstatement.

F. NONDISCLOSED MEDICAL HISTORY, MEDICAL CONDITIONS AND RELATED INFORMATION

During the first two (2) years coverage under this **Certificate** is in force it may be modified as provided below if, within that time, **We** discover that a medical condition or other material information was mistakenly not disclosed to **Us**:

1. The coverage under this **Certificate** will stay in force with no change in **Specified Disease Benefits**, or premiums if the disclosure of such condition would not have affected the way the **Certificate** was issued.
2. If the disclosure would have resulted in coverage not being issued to an **Insured**, **We** will return all premium paid, less any **Specified Disease Benefit** paid for that person during the time the coverage was in force in error. The coverage for that person shall be void from the **Issue Date**.
3. If the disclosure would have resulted in coverage under this **Certificate** being issued either: (a) at an increased premium, or (b) with an endorsement eliminating that condition from coverage, **We** will either (i) have **You** pay the increased rate beginning with the **Issue Date** (if **You** do not pay the increased premium within thirty (30) days after receiving **Our** notice, **We** will refund all premium paid less any **Specified Disease Benefit** paid, and the coverage under this **Certificate** will be void from the **Issue Date**); or (ii) add an endorsement to the **Certificate** to exclude that condition from coverage. The endorsement must be signed by **You** to put this change in effect. If **You** do not return a signed copy of the endorsement within thirty (30) days after receiving it, **We** will refund all premiums paid less any **Specified Disease Benefit** paid, and the **Certificate** will be void from the **Issue Date**.

This Section does not apply to any fraudulent misrepresentations that are made, which in all events can result in rescission of any coverage issued as a result of such fraudulent misrepresentations.

G. LEGAL ACTION

No action at law or in equity will be brought to recover on this **Certificate** prior to the expiration of sixty (60) days after proof of loss has been filed as required by this **Certificate**; nor will any action be brought after three (3) years from the expiration of the time within which proof of loss is required by this **Certificate**.

[H. EXTRATERRITORIAL MEDICAL EXPENSES

Covered Expenses charged in any jurisdiction outside the United States of America (U.S.) or its territories or possessions shall be reimbursed under the terms and conditions of this **Certificate** in U.S. currency at the rate of exchange between the U.S. dollar and the benchmark currency of the foreign jurisdiction on the date such **Covered Expenses** were incurred.]

THIS CONCLUDES THIS CERTIFICATE

FREEDOM LIFE INSURANCE COMPANY OF AMERICA

3100 Burnett Plaza • 801 Cherry Street, Unit 33 • Fort Worth, Texas 76102 • 1-800-387-9027

CERTIFICATE OF COVERAGE ASSOCIATION GROUP SPECIFIED DISEASE INSURANCE PLAN

This is **Your Certificate** of coverage under the **Group Specified Disease Insurance Policy** issued to the association that is the **Group Specified Disease Insurance Policyholder** and in which association each **Insured** is an enrolled member. The coverage of all **Insureds** is independent and non-coordinated **Specified Disease** insurance coverage, which is governed and determined by the terms, conditions, definitions, limitations and exclusions contained in this **Certificate**. Certain phrases and words contained in this **Certificate** have the first letter of each word capitalized and the entire word or phrase printed in bold face type. These are generally defined phrases and words, and as such have the express meaning set forth in Section II. DEFINITIONS. This **Certificate** is a legal contract between **You** and the **Company**. Please read it carefully!

Your Certificate is guaranteed renewable to age 65 or in the event an **Insured** otherwise becomes a **Medicare Enrollee**, subject to the **Company's** right to adjust **Renewal Premiums** in accordance with Section IV.B. RENEWAL PREMIUM, and otherwise discontinue or terminate the **Certificate** as provided in Section III.C. TERMINATION OF COVERAGE. The **Initial Premium** for coverage of all **Insureds** under this **Certificate** is due and payable on or before the **Issue Date**. **Renewal Premiums** are due and payable in accordance with the Section IV.B. RENEWAL PREMIUM. You may renew coverage under this **Certificate**, as applicable, by timely payment of the proper amount of **Renewal Premium** when due.

IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION: Please read the copy of **Your** application for coverage, which is attached to and part of this **Certificate**, to verify that no medical history or other information inquired about or contained in the application is incorrect, incomplete or missing. Contact **Us** immediately if any information contained in the application is incorrect, incomplete or missing. Any incorrect or incomplete statements or answers, as well as any missing information could cause a claim to be denied or the coverage under this **Certificate** to be reformed or voided.

This **Certificate** was issued in consideration of (i) the payment of the **Initial Premium**, (ii) upon **Our** reliance upon **Your** representation that the answers to all questions in the application are true, correct and complete, and (iii) upon **Our** reliance upon the representation from **You** and any other applicable **Insureds**, that the content of any supplemental information provided to **Us** in the underwriting process, including information provided during any telephone verification interview regarding **Your** application or by e-mails, facsimiles and correspondence is in each instance correct and complete.

YOUR [10/30] DAY RIGHT TO RETURN THIS CERTIFICATE

If **You** are not satisfied with this **Certificate**, **You** may return it to **Us** within [ten (10) thirty (30)] days after **You** receive it. **You** may return it to **Us** by mail or to the agent who sold it. This **Certificate** will be voided as of the **Issue Date**, and **We** will refund any premium **We** have received prior to **Our** receipt of the returned **Certificate**.



SECRETARY



PRESIDENT

THE COVERAGE UNDER THIS CERTIFICATE PROVIDES ONLY ASSOCIATION GROUP SPECIFIED DISEASE INSURANCE COVERAGE. IT DOES NOT PROVIDE EITHER WORKERS' COMPENSATION COVERAGE OR COMPREHENSIVE MAJOR MEDICAL INSURANCE COVERAGE.

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I. Certificate Schedule

A. GENERAL INFORMATION

Coverage is pursuant to a **Group Specified Disease Insurance Policy** form: [GRP-SD-P-FLIC]

Issued to **Group Specified Disease Insurance Policyholder**:

Certificate form: [GASDCYD-2011-C-FLIC]

Primary Insured:

Age at Issue:

Certificate Number:

Issue Date:

Other Insureds on **Issue Date:**

Beneficiary:

Initial Premium:

Amount	Mode Of Premium Payment	Method
\$	[Monthly, Quarterly, Semi-Annual, Annual]	[Credit Card, Check]

First Renewal Date:

First Renewal Premium	Mode Of Premium Payment	Method
\$	[Monthly, Quarterly, Semi-Annual, Annual]	[Bank Draft]

Premium Rate Guarantee Period: [12 24 36 48] months

B. COVERAGE SCHEDULES

1. **Lifetime Certificate Maximum Per Insured:** [\$2,000,000 - \$5,000,000]
2. **Lifetime Transplant Maximum Per Insured:** [\$500,000 - \$1,000,000]
3. **Calendar Year Maximum Benefit Per Insured:** [\$100,000 - \$1,000,000 or Lifetime Certificate Maximum Per Insured]

4. DEDUCTIBLE SCHEDULES:

The following deductibles are to be paid by the **Insured** in addition to the **Insured Coinsurance Percentage** before any **Specified Disease Benefits** are payable by **Us** for **Covered Expenses**:

- A. **Calendar Year Deductible per Insured:** [\$2,500 - \$50,000]
- B. **Failure to Pre-Certify Treatment Deductible:** [\$1,000 - \$3,000]
- C. **Separate Deductible For Non-Participating Providers:** [\$2,500 - \$50,000]

5. COINSURANCE PAYMENT SCHEDULES – PARTICIPATING PROVIDERS:

For **Participating Providers**, after satisfaction of all applicable deductibles, the following **Company Insurance Percentage**, **Insured Coinsurance Percentage**, and **Insured Maximum Participating Provider Coinsurance Payment**, apply to all **Covered Expenses** in a **Calendar Year**:

- A. **Company Insurance Percentage:** [50% - \$100%]
- B. **Insured Coinsurance Percentage:** [50% - 0%]
- C. **Insured Maximum Participating Provider Coinsurance Payment:** [\$0 - \$10,000]

6. COINSURANCE PAYMENT SCHEDULES – NON-PARTICIPATING PROVIDERS:

For **Non-Participating Providers**, after satisfaction of all applicable deductibles, the following **Company Insurance Percentage**, **Insured Coinsurance Percentage**, **Insured Maximum Non-Participating Provider Coinsurance Payment**, and **Separate Deductible For Non-Participating Providers** apply to all **Covered Expenses** in a **Calendar Year**:

- A. **Company Insurance Percentage:** [50% - 80%]
- B. **Insured Coinsurance Percentage:** [50% - 20%]
- C. **Insured Maximum Non-Participating Provider Coinsurance Payment:** [\$6,000 - \$20,000]

7. ACCESS FEES

- A. **Emergency Room Access Fee** in the amount of \$100 - \$500 per **Insured** per **Emergency Room** visit to either a (waived for any **Emergency Room** visit if the **Insured** is **Confined** in a **Hospital** on the order of a **Participating Provider** or a **Non-Participating** within twenty-four (24) hours following such **Emergency Room** visit).
- B. **Laboratory and Diagnostic Testing Access Fee** in the amount of \$100 - \$500 per test for each of the following **Inpatient** and/or **Outpatient** diagnostic tests:

MRI,
CAT Scan,
Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests)

II. DEFINITIONS

The following terms or words that have the first letter of each word (including the plural form of such word) capitalized and the entire word or phrase printed in bold face type as used within any phrase, sentence, paragraph, provision or schedule in this **Certificate** shall have the express meaning set forth below:

“Access Fee(s)” means the **Emergency Room Access Fee**, and the **Laboratory and Diagnostic Testing Access Fee**. The remaining amount of **Covered Expenses** after the application and satisfaction of the designated **Access Fee** for applicable **Specified Disease Benefits** is subject to the **Calendar Year Deductible** and the **Insured Coinsurance Percentage**. The amount of each applicable **Access Fee** is shown on the **Certificate Schedule**.

["Adrenal Hypofunction (Addison's Disease)"] means a sickness characterized by the diminishing function of the kidneys, marked by bronze like pigmentation of the skin, severe prostration, progressive anemia, low blood pressure, diarrhea, and digestive disturbance, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Amyotrophic Lateral Sclerosis (Lou Gehrig 's Disease)"] means a degenerative motor neuron sickness characterized by atrophy of the muscles of the hands, forearms, and legs spreading to involve other parts of the body, which results from the degeneration of the upper motor neurons in the medulla oblongata and the lower motor neurons in the spinal cord, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **“Amyotrophic Lateral Sclerosis (Lou Gehrig's disease)”** includes AranDuchenne muscular atrophy.]

“Alcoholism” means the chronic and habitual use of alcoholic beverages by any person to the extent that such person has lost the power of self-control with respect to the use of such beverages.

“Ambulatory Surgical Center” means a state licensed public or private establishment with an organized medical staff of **Providers** with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures and continuous **Provider** services and registered professional nursing services whenever an **Insured** is in the center that does not provide services or other accommodations for the overnight stay of patients.

Ambulatory Surgical Center does not include a facility that primarily terminates pregnancies, a **Provider's** office maintained for the practice of medicine, or an office maintained for the practice of dentistry.

["Arteriosclerosis"] means sickness characterized by thickening and hardening of the arterial wall and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **“Arteriosclerosis”** includes atherosclerosis, focal calcification arteriosclerosis (Mönckeberg's Disease), arteriolosclerosis, and other similar sicknesses of the cardiovascular system.]

["Bacterial Infection"] means a sickness characterized by multiplication of abnormal bacteria within the body, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Beneficiary” means the individual or organization listed on the **Certificate Schedule** as the **Beneficiary**.

“Bone Marrow Transplants” means the **Medically Necessary** transplantation, combined transplantation, and sequential transplantation procedures, sometimes referred to as “Bone Marrow Reconstitution or Support” in which **Medically Necessary** human blood precursor cells are administered following myelosuppressive or ablative therapy are received by an **Insured** while coverage for such **Insured** under this **Certificate** is in full force and effect. Such cells may be derived from such **Insured** in an autologous harvest, or from a matched donor for an allogeneic transplant.

["**Brain and Nervous System Disease**"] means a sickness of any portion of the brain, central nervous system and peripheral nervous system, and all complications thereof that is not excluded from coverage in this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Brand Name Drug**"] means a **Prescription Drug** for which a pharmaceutical company possesses either (i) an active and valid registered patent or (ii) an active and valid registered trade name after expiration of such patent.]

"**Breast Reconstruction**" means reconstruction of a breast incident to a **Mastectomy** to restore or achieve breast symmetry. **Breast Reconstruction** includes surgical reconstruction of a breast on which **Mastectomy** surgery has been performed in order to establish symmetry, as well as prostheses and services and other supplies that are **Medically Necessary** for any physical complication, including lymphedemas, at all stages of the reconstruction incident to a **Mastectomy**.

"**Calendar Year**" means the period beginning on the **Issue Date** and ending on December 31 of that year. In subsequent years, it is the period from January 1 through December 31 of the same year.

"**Calendar Year Deductible**" means the amount of **Covered Expenses** each **Insured** must incur within a **Calendar Year** before any **Specified Disease Benefits** are payable by **Us** for such **Insured**. No **Specified Disease Benefits** are payable by **Us** for any **Covered Expenses** incurred by an **Insured**, until after the **Failure to Pre-Certify Treatment Deductible**, if applicable, the **Separate Deductible for Non-Participating Providers**, if applicable, and the **Calendar Year Deductible** are each satisfied and fully payable by either **You** or such **Insured**.

Neither of the following expenses may be used to satisfy the **Calendar Year Deductible**: (i) the amount of the **Separate Deductible For Non-Participating Providers**, and (ii) the amount of the **Failure to Pre-Certify Treatment Deductible**.

When [one, two three] [(1) (2) (3)] **Insured[s]** satisfy this **Calendar Year Deductible**, no additional **Calendar Year Deductible** per **Insured** will be required for the remainder of the **Calendar Year**.

The amount of the **Calendar Year Deductible** is shown on the **Certificate Schedule**.

"**Calendar Year Maximum Benefit Per Insured**" means the maximum dollar amount of **Covered Expenses** per **Calendar Year** per **Insured** that **We** are required to pay, after satisfaction of all applicable deductibles, **Access Fees**, and the amount of any **Insured Coinsurance Percentage**. The amount of the **Calendar Year Maximum Benefit Per Insured** is shown on the **Certificate Schedule**.

["**Cancer**"] means a sickness characterized by the presence of any malignant tumor, or by the uncontrolled, abnormal growth and spread of malignant cells with invasion of normal tissue and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. "**Cancer**" includes all forms of diagnosed carcinoma or malignancy that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** such as (i) malignant melanoma, (ii) Leukemia, (iii) Lymphoma, (iv) Hodgkin's Disease, (v) skin cancer other than malignant melanoma, (vi) cancer in situ, (vii) tumors that are histologically described as a premalignant tumors or polyps, (viii) tumors histologically described as non-invasive (including but not limited to breast carcinoma-in-situ, intraepithelial neoplasia, and cervical dysplasia, (ix) transitional carcinoma of the urinary bladder, and (x) papillary or mixed papillary-follicular thyroid carcinoma.]

["**Cardiovascular Disease**"] means a sickness of any portion of the cardiovascular and circulatory system, (including the blood), and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"**Certificate**" means this contract of coverage between all **Insureds** and the **Company** that was issued under the **Group Specified Disease Insurance Policy**. This contract of coverage consists solely of (i) this written CERTIFICATE OF COVERAGE, (ii) the application for coverage of each **Insured**, which application is attached hereto and by this reference incorporated for all purposes, and (iii) any riders, endorsements or amendments attached hereto.

“Certificate Of Conversion Coverage” means the documents prepared by **Us** in accordance with the provisions of Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION, which on their effective date will replace this **Certificate** as the contract of coverage between the applicable **Insured** and the **Company**, consisting of (i) an endorsement removing each applicable **Insured** from this **Certificate**, and (ii) a new certificate of coverage for each applicable **Insured** with the same applicable provisions as this **Certificate**, including any riders or amendments attached hereto, but bearing a new certificate number.

“Certificate Schedule” means the schedule of **Certificate** information that commences on page 3 of this **Certificate**.

“Class” means the classification by **Us** of (i) individuals to whom **We** have issued new coverage for the purposes of the calculation of their **Initial Premium** rates, and (ii) individuals to whom **We** have previously issued coverage for purposes of the calculation of their **Renewal Premium** rates.

“Company” means Freedom Life Insurance Company of America.

“Company Insurance Percentage” means the portion of the **Covered Expenses We** must pay to or on behalf of an **Insured** for **Specified Disease Benefit** under this **Certificate**, after satisfaction by the **Insured** of (i) all applicable **Access Fees**, (ii) all applicable deductibles and (iii) the amount of the applicable **Insured Coinsurance Percentage**. The **Company Insurance Percentage** is shown on the **Certificate Schedule** for **Covered Expenses** for **Specified Disease Benefits** at (i) **Participating Providers**; and (ii) **Non-Participating Providers**.

“Complications of Pregnancy” means: a sickness related to the pregnancy of an **Insured** (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy, but which sickness is adversely affected by pregnancy, including but not limited to, acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. Non-elective **Emergency** cesarean sections, termination of ectopic pregnancy, and spontaneous termination of pregnancy occurring during a period of gestation in which a viable birth is not possible shall be considered treatment of a **“Complication of Pregnancy.”** Provided, however, **“Complications of Pregnancy”** does not mean or include (i) false labor, (ii) occasional spotting, (iii) **Provider** prescribed rest during the period of pregnancy, (iv) morning sickness, (v) hyperemesis gravidarum, (vi) pre-eclampsia, and (vii) any similar conditions associated with the management of a difficult pregnancy, unless such condition constitutes a nosologically distinct complication.].

“Confinement or Confined” means **Inpatient** services received as a resident bed patient for not less than eight (8) hours in a **Hospital**. A period of **Confinement** begins on the date of admission to the **Hospital** as an **Inpatient** and ends on the date of discharge. **“Covered Expenses”** means for the covered items and services listed in the SPECIFIED DISEASE BENEFITS Section of this **Certificate** the amount of expenses actually incurred by an **Insured**, after the **Issue Date** of this **Certificate** and before **Termination of Coverage**, as a result of being **Provided** applicable medical, surgical, or diagnostic services, supplies, care, and other applicable treatment for a **Specified Disease**, which in each event is **Medically Necessary**, up to but not exceeding the amount of each of the following:

1. the **Maximum Allowable Charge** for each applicable medical, surgical or diagnostic service, supply, care or other applicable treatment;
2. the **Lifetime Certificate Maximum Per Insured**;
3. the **Lifetime Transplant Maximum Per Insured**;
4. the amount of any other applicable coverage limit or excluded amount set forth in any limitation, exclusion or waiting period that is contained in any Section in this **Certificate** and/or in any exclusionary or limiting rider, amendment or endorsement attached hereto; and
5. the **Calendar Year Maximum Benefit Per Insured**.

“CPT Code” means the applicable numeric code assigned to a particular medical procedure **Provided** consistent with the most current version of the *Physicians’ Current Procedural Terminology*, published by the American Medical Association on the date charges for such procedure are incurred by an **Insured**.

“Custodial Care” means care given mainly to meet personal needs. It may be provided by persons without professional skills or training. **“Custodial Care”** includes, but is not limited to, help in walking, getting in and out of bed, bathing, dressing, eating and taking medicine.

["**Cystic Fibrosis**"] means a multisystem sickness characterized by chronic airway infection leading to bronchiectasis and bronchiolectasis, exocrine pancreatic insufficiency, abnormal sweat gland function, urogenital dysfunction, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Diabetes**"] means a metabolic sickness characterized by carbohydrate utilization reduction with lipid and protein enhancement caused by an absolute or relative deficiency of insulin, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Diabetes Equipment**"] means blood glucose monitors, insulin pumps and associated appurtenances, insulin infusion devices, and podiatric appliances for the prevention of complications associated with diabetes.]

["**Diabetes Self-Management Training**"] means training provided by a health care practitioner or **Provider** who is licensed, registered or certified in this state to provide appropriate health care services for the treatment of diabetes.]

[**Diabetes Self-Management Training** includes:

1. training provided after the initial diagnosis of diabetes, including nutritional counseling and proper use of **Diabetes Equipment** and **Diabetes Supplies**;
2. training authorized on the diagnosis of a **Provider** or other health care practitioner due to a significant change in the **Insured's** symptoms or condition which necessitates changes in the self-management regime; and
3. periodic or episodic continuing education training when prescribed by an appropriate health care practitioner as warranted by the development of new techniques and treatments for diabetes.]

["**Diabetes Supplies**"] means (a) test strips for blood glucose monitors; (b) visual reading and urine test strips; (c) lancets and lancet devices; (d) insulin and insulin analogs; (e) injection aids; (f) syringes; (g) prescriptive oral agents for controlling blood sugar levels; and (h) glucagon emergency kits.]

"**Disability Period**" means the period of time that the **Primary Insured** is continuously **Totally Disabled** while coverage under the **Certificate** for such **Primary Insured** is in full force and effect.

"**Emergency**" means the sudden onset of a **Specified Disease** manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

1. placing the patient's health in severe jeopardy;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

"**Emergency Care Facility**" means a state licensed public or private establishment with an organized medical staff of **Providers** with permanent facilities that are equipped and operated primarily for the purpose of rendering **Outpatient Emergency** medical services for sickness and injuries, and which facility does not render **Inpatient** services. **Emergency Care Facility** does not include the **Emergency Room** of a **Hospital**, an **Ambulatory Surgical Center**, a facility that primarily terminates pregnancies, a **Providers** office maintained for the practice of medicine, or an office maintained for the practice of dentistry.

"**Emergency Room**" means the designated **Outpatient** area of a **Hospital** that is open twenty four (24) hours a day and intended by the **Hospital** as its location to receive acutely ill or injured patients, and which provides **Medically Necessary** diagnosis and treatment on an **Emergency** basis prior to either the resolution of patient's **Emergency** and discharge from such **Emergency Room** of the **Hospital** or the transfer of such patient to another designated area of the **Hospital** where the patient is then **Confined** as an **Inpatient**.

"**Emergency Room Access Fee**" means the amount of **Covered Expenses** under Section V.A. EMERGENCY ROOM SERVICES, an **Insured** must incur before any **Specified Disease Benefits** are payable under this **Certificate** if such **Insured** receives and is charged for services rendered in the **Emergency Room** of a

Hospital. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** for an **Emergency Room** visit, until after the amount of any applicable **Emergency Room Access Fee**, the amount of the **Calendar Year Deductible**, **Insured Coinsurance Percentage**, as well as the amount of all other applicable **Access Fees** are satisfied and fully payable either by **You** or such **Insured**. In addition to the **Emergency Room Access Fee**, the **Separate Deductible for Non-Participating Providers** may apply to services rendered by **Non-Participating Providers**. However, the **Emergency Room Access Fee** shall be waived by **Us** if such **Insured** is **Confined** in any **Hospital** within twenty-four (24) hours of such emergency room visit.

None of the following expenses may be used to satisfy the **Emergency Room Access Fee**: (i) the amount of the **Laboratory and Diagnostic Testing Access Fee**, (ii) the amount of the **Separate Deductible for Non-Participating Providers**, (iii) the amount of **Covered Expenses** for which benefit payments are received by **You** under any optional rider issued with this **Certificate**, (iv) the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, (v) the amount of the **Calendar Year Deductible**, and (vi) the **Insured Coinsurance Percentage**.

The amount of the **Emergency Room Access Fee** is shown on the **Certificate Schedule**.

[“**Endocrine System Disease**” means a sickness of any portion of the endocrine system, including all hormones produced by the body (peptides, peptide derivatives, steroids, and amines), and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“**Failure to Pre-Certify Treatment Deductible**” means the additional amount of **Covered Expenses** an **Insured** must incur before any **Specified Disease Benefits** are payable under this **Certificate** if such **Insured** fails to properly obtain **Pre-Certification of Treatment** as required under Section V.C. PRE-CERTIFICATION OF TREATMENT. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** until after the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, and the amount of the **Calendar Year Deductible** are satisfied and fully payable either by **You** or such **Insured**. In addition to the **Failure to Pre-Certify Treatment Deductible**, the **Separate Deductible For Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

The amount of the **Failure to Pre-Certify Treatment Deductible** is shown on the **Certificate Schedule**.

None of the following expenses may be used to satisfy the **Failure to Pre-Certify Treatment Deductible**: (i) the amount of the **Separate Deductible For Non-Participating Providers**, and (ii) the amount of the **Calendar Year Deductible**, and (iv) the amount of any applicable **Access Fee**.

“**First Certificate Year**” means for the period beginning on the **Issue Date** and ending on the last day immediately preceding the first anniversary of the **Issue Date**.

“**First Renewal Date**” means the first premium due date following payment of the **Initial Premium** which is shown on the **Certificate Schedule**.

“**First Renewal Premium**” means the amount of **Renewal Premium** due on the **First Renewal Date**. The amount of **First Renewal Premium**, if known on the **Issue Date**, is shown on the **Certificate Schedule**.

“**Full-Time Student**” means an individual, under the age of 24, who is enrolled in at least twelve (12) credit hours per semester at an accredited college or university.

[“**Gastrointestinal Disease**” means a sickness of any portion of the gastrointestinal system, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[“**Generic Drug**” means a **Prescription Drug** that contains the same active ingredients as an equivalent former **Brand Name Drug** that is no longer protected by a patent, and the trade name, if any, associated with such former **Brand Name Drug** is not listed on the label of such **Prescription Drug**.]

“**Group Specified Disease Insurance Policy**” means the association group insurance contract issued to the **Group Specified Disease Insurance Policyholder** under which this **Certificate** is issued to the **Primary Insured**.

“Group Specified Disease Insurance Policyholder” means the association shown on the **Certificate Schedule** to whom the **Group Specified Disease Insurance Policy** was issued.

["Heart Attack (Myocardial Infarction)"] means a myocardial infarction that causes the death of a portion of the myocardium or heart muscle as a result of either severe narrowing or total blockage of one or more coronary arteries due to atherosclerosis, spasm, thrombus or emboli that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Home Health Care Plan” means a **Medically Necessary** program of care, established by an **Insured's Provider**, taking place in a residential setting.

“Hospice” means an agency licensed by the appropriate licensing agency to provide **Hospice Care**, under an administered program for a terminally ill **Insured** and his or her family, with the following services available twenty-four (24) hours a day, seven (7) days a week: (a) **Inpatient** services, (b) home services, and (c) follow-up bereavement services.

“Hospice Care” means a **Medically Necessary**, coordinated, interdisciplinary **Hospice**-provided program for meeting the physical, psychological, spiritual, and social needs of dying individuals and his or her family. **Hospice Care** provides **Medically Necessary** nursing, medical, and other health services to relieve pain and provide support through home and **Inpatient** care during the **Specified Disease** and bereavement of an **Insured** and his or her family.

“Hospital” means a place which:

1. is legally operated for the care and treatment of sick and injured persons at their expense;
2. is primarily engaged in providing medical, diagnostic and surgical facilities (either on its premises or in facilities available to it on a formal pre-arranged basis);
3. has continuous twenty-four (24) hour nursing services by or under the supervision of a registered nurse (R.N.); and
4. has a staff of one or more **Providers** available at all times.

It also means a place that may not meet the above requirements, but is accredited as a hospital by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association or the Commission on the Accreditation of Rehabilitation Facilities.

Hospital does not mean:

1. a convalescent home, nursing home, rest home or **Skilled Nursing Home**;
2. a place primarily operated for treatment of **Mental and Emotional Disorders**, drug addicts, alcoholics, or the aged;
3. a special unit or wing of a **Hospital** used by or for any of the above;
4. a long-term mental care facility; or
5. a facility primarily providing **Custodial Care**.

["Hypertension” means the sickness of high blood pressure and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Influenza” means an acute sickness characterized by a viral infectious process usually involving the respiratory system and/or the gastrointestinal system that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Inherited Metabolic Disorder” means a sickness caused by an inherited abnormality of body chemistry and includes a disease tested under a newborn screening program that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Initial Premium” means the amount charged for coverage under this **Certificate** for **You** and all **Other Insureds** for the period of time from the **Issue Date** through the day before the **First Renewal Date**. The amount of the **Initial Premium** is shown on the **Certificate Schedule**, and is payable in advance of the **Issue Date**.

“Inpatient” means an **Insured** who receives **Medically Necessary** services from a **Provider** in a **Hospital** when such **Insured** is **Confined** and receives room and board from such **Hospital** for not less than eight (8) hours. Treatment or services rendered or **Provided** in a **Hospital** emergency room is not an **Inpatient Confinement** for the purposes of this **Certificate**. A period of **Inpatient Confinement** begins on the date of admission to the **Hospital** as an **Inpatient** and ends on the date of discharge.

“Insured” means the following:

1. the **Primary Insured** whose coverage under this **Certificate** is still in force and effect,
2. any other individuals named as **Other Insureds** on the **Certificate Schedule** whose coverage under this **Certificate** is still in force and effect, and
3. any individual who is added to this **Certificate** after the **Issue Date** by proper endorsement after proper application and payment of any additional premium whose coverage under this **Certificate** is still in force and effect.

“Insured Coinsurance Percentage” means the portion of the **Covered Expenses** that **You** must pay after satisfaction of all applicable deductibles and **Access Fees**. The different **Insured Coinsurance Percentages** are shown on the **Certificate Schedule** at (i) **Participating Providers**, and (ii) **Non-Participating Providers**.

“Insured Maximum Participating Provider Coinsurance Payment” means the maximum amount, after the satisfaction of all applicable **Certificate** deductibles, and **Access Fees**, that an **Insured** is required to pay in a **Calendar Year** under the **Insured Coinsurance Percentage** for services rendered at **Participating Providers**. **Covered Expenses** incurred for services rendered at **Participating Providers** that are covered under the SPECIFIED DISEASE BENEFITS section and applied by the **Company** toward satisfaction of the **Calendar Year Deductible**, the **Separate Deductible For Non-Participating Providers**, the **Failure to Pre-Certify Treatment Deductible** and/or any other deductible contained in this **Certificate** or any rider attached to this **Certificate**, shall not be credited or applied toward satisfaction of the **Insured Maximum Participating Provider Coinsurance Payment**. The amount of the **Insured Maximum Participating Provider Coinsurance Payment** is shown on the **Certificate Schedule**.

“Insured Maximum Non-Participating Provider Coinsurance Payment” means the maximum amount, after the satisfaction of all applicable **Certificate** deductibles and **Access Fees** that an **Insured** is required to pay in a **Calendar Year** under the **Insured Coinsurance Percentage** for services rendered at **Non-Participating Providers**. **Covered Expenses** incurred for services rendered at **Non-Participating Providers** that are covered under the SPECIFIED DISEASE BENEFITS Section and applied by the **Company** toward satisfaction of the **Calendar Year Deductible**, the **Failure to Pre-Certify Treatment Deductible**, and/or any other deductible contained in this **Certificate** or any rider attached to this **Certificate** shall not be credited or applied toward satisfaction of the **Insured Maximum Non-Participating Provider Coinsurance Payment**. The amount of the **Insured Maximum Non-Participating Provider Coinsurance Payment** is shown on the **Certificate Schedule**.

“Intensive Care Unit” means only the specifically designed facility of a **Hospital** which provides the highest level of medical care and restricts admission to only patients who are physically critically ill or injured, and which is separate and distinct from the rooms, beds and wards of such **Hospital** customarily used for patients who are not critically ill. To be considered an **Intensive Care Unit** under this **Certificate**, such facility must be permanently equipped with special life-saving equipment for the care of the physically critically ill or injured, and patients in such unit must be under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to such facility of the **Hospital**. A coronary care facility and a specialized burn unit of a **Hospital** shall be considered an **Intensive Care Unit** if it meets these requirements and is restricted to persons receiving critical coronary or specialized burn care. However, the following are not considered an **Intensive Care Unit** under this **Certificate**:

1. a **Hospital** emergency room, regardless of the services or supplies rendered in such emergency room,
2. a surgical recovery room,
3. a sub-acute intensive care unit,

4. a progressive care unit,
5. an intermediate care unit,
6. a private monitored room,
7. any other observation unit or other facilities in a **Hospital** that are step downs from the unit in such **Hospital** that provides the highest level of medical care to critically ill patients.

“Issue Date” means the date on which coverage under this **Certificate** commences for **You** and **Other Insureds**. This date is shown on the **Certificate Schedule**.

["Kidney and Urinary Tract Disease” means a sickness of any portion of the kidneys, bladder and urinary tract and all complications thereof, including renal failure, nephritis, nephrotic syndrome, renal tubular defects, nephrolithiasis (kidney stones), and urinary tract obstructions that are not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **“Kidney and Urinary Tract Disease”** includes, but is not limited to, renal failure, nephritis, nephrotic syndrome, renal tubular defects, nephrolithiasis (kidney stones), and urinary tract obstructions.]

“Laboratory and Diagnostic Testing Access Fee” means the amount of **Covered Expenses** an **Insured** must incur per test, (as set forth in the **Certificate Schedule**), before any **Specified Disease Benefit** are payable by **Us** under this **Certificate** for MRI, CAT Scan, Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests). No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** for MRI, CAT Scan, Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests) performed on or for such **Insured** until after the amount of the **Laboratory and Diagnostic Testing Access Fee**, the amount of the **Calendar Year Deductible**, the **Insured Coinsurance Percentage**, as well as the amount of all other applicable **Access Fees** are satisfied and fully payable by either **You** or such **Insured**. In addition to the **Laboratory and Diagnostic Testing Access Fee**, the **Separate Deductible for Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

None of the following expenses may be used to satisfy the **Laboratory and Diagnostic Testing Access Fee**, (i) **Emergency Room Access Fee**, (ii) the amount of the **Separate Deductible for Non-Participating Providers**, (iii) the amount of **Covered Expenses** for which **Specified Disease Benefit** payments are received by **You** under any optional rider issued with this **Certificate**, (iv) the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, (v) the amount of the **Calendar Year Deductible**, and (vi) the **Insured Coinsurance Percentage**.

The amount of the **Laboratory and Diagnostic Testing Access Fee** is shown on the **Certificate Schedule**.

“Lifetime Certificate Maximum Per Insured” means the total dollar amount of **Covered Expenses** payable on behalf of an **Insured** under this **Certificate** for **Specified Disease Benefit**. The minimum amount of the **Lifetime Certificate Maximum Per Insured** is shown on the **Certificate Schedule**. The amount of the **Lifetime Certificate Maximum Per Insured** may increase on an annual basis in accordance with the terms, limitations and exclusions of Section VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM.

“Lifetime Transplant Maximum Per Insured” means the total dollar amount of **Covered Expenses** payable by **Us** under the terms of this **Certificate** for services **Provided** to an **Insured** in connection with or attributable to all **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received by the **Insured** in the treatment of a **Specified Disease**. This lifetime per organ maximum **Specified Disease Benefit** includes all related **Covered Expenses** incurred from 14 days before each applicable transplant surgery or procedure to 365 days after each such transplant surgery or procedure. The amount of the **Lifetime Transplant Maximum Per Insured** is shown on the **Certificate Schedule** and shall not exceed the **Lifetime Certificate Maximum Per Insured**.

["Liver and Biliary Tract Disease” means a sickness of any portion of the liver and biliary tract and all complications thereof, including hepatitis, infiltrations, space occupying lesions, jaundice, extrahepatic biliary obstructions by stone, stricture or tumor, cholangitis, hepatic vein thrombosis (Budd-Chiari Syndrome), portal vein thrombosis, arteriovenous malformations, and venocclusive disease that are not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. However, **“Liver and Biliary Tract Disease”** does not include cirrhosis of the liver.]

“Manifests” or **“Manifested”** means either the presentation of symptoms or the presence of a medical condition, whether physical or mental, and regardless of the cause:

1. for which medical advice, diagnosis, care or treatment was recommended or received; and/ or
2. which would have caused a reasonably prudent person to seek medical advice, diagnosis, care or treatment, and which condition would have been medically diagnosable after the receipt of the results of medical diagnostic and laboratory tests that would have been reasonably indicated and ordered by a reasonably prudent **Provider** under the same or similar circumstances.

“Mastectomy” means the surgical removal of all or part of the breast as a result of breast cancer. **Mastectomy** does not include biopsies or other exploratory or diagnostic procedures used to detect the presence of **Cancer**.

“Maximum Allowable Charge” means the following:

1. For **Providers**, **Maximum Allowable Charge** is the actual expense incurred by an **Insured** for the applicable service, supplies, care, or treatment **Provided**, after any reduction, adjustment, and/or discount pursuant to any **Participating Provider** agreements or other network agreements, negotiated rates, fee schedules or arrangements that determine or prescribe the actual amount of charges or fees that the **Provider**:
 - a) agreed to accept as payment in full for such services, supplies, care or treatment, and
 - b) ultimately charged such **Insured**, regardless of any higher amount that may have been placed on the **Provider’s** billing statement of charges.
2. For **Hospitals, Ambulatory Surgical Centers, Emergency Care Facility, Skilled Nursing Homes, laboratories, pharmacies or other medical, diagnostic or treatment facilities**, **“Maximum Allowable Charge”** is the actual amount charged by such entity for the applicable service or treatment **Provided** to an **Insured**, after a reduction, adjustment, and/or network discount pursuant to any **Participating Provider** agreements, or other network agreements, negotiated rates, fee schedules or other arrangements that determine or prescribe the actual amount of charges or fees that such entity:
 - a) agreed to accept as payment in full for such applicable services, supplies, care, treatment, and
 - b) ultimately charged such **Insured** for such applicable services, supplies, care, treatment, regardless of any higher amount that may have been placed on the entity’s billing statement of charges.

However, the amount of the **Maximum Allowable Charge** under (1) and (2) above shall never exceed (i) the amount for which the applicable **Insured** has a legal liability and payment obligation for the receipt of such applicable services, supplies, care, or treatment, (ii) the amount of the **Medicare** allowable or approved charge for the receipt of such applicable services, supplies, care, or treatment with respect to any **Insured** who is **Medicare** eligible, or (iii) the amount of **Usual and Customary Expense** for the receipt of such applicable services, supplies, care, or treatment.

“Medical Foods” means modified low protein foods and metabolic formulas. Metabolic formulas are foods that are all of the following: (i) formulated to be consumed or administered enter ally under the supervision of a **Provider**; (ii) processed or formulated to be deficient in one or more of the nutrients present in typical foodstuffs; (iii) administered for the medical and nutritional management of a person who has limited capacity to metabolize foodstuffs or certain nutrients contained in the foodstuffs or who has other specific nutrient requirements as established by medical evaluation; and (iv) essential to a person's optimal growth, health and metabolic homeostasis.

Modified low protein foods are foods that are all of the following: (i) formulated to be consumed or administered enter ally under the supervision of a **Provider** (ii) processed or formulated to contain less than one gram of protein per unit of serving, but does not include a natural food that is naturally low in protein; (iii) administered for the medical and nutritional management of a person who has limited capacity to metabolize foodstuffs or certain nutrients contained in the foodstuffs or who has other specific nutrient requirements as established by medical evaluation; and (iv) essential to a person's optimal growth, health and metabolic homeostasis.

“Medical Necessity” and **“Medically Necessary”** means for the covered items and services listed in the SPECIFIED DISEASE BENEFITS Section of this **Certificate**, **Medical Necessity** and **Medically Necessary** is any applicable **Confinement** of an **Insured**, as well as any other diagnostic test, laboratory test, examination, surgery, medical treatment, service or supply listed therein that is **Provided** to an **Insured**:

1. by or at the appropriate order, or upon the approval of a **Provider**;
2. for the medically recognized diagnosis or care and treatment of a **Specified Disease**
3. in a manner appropriate and necessary for the symptoms, diagnosis or treatment of such **Specified Disease**;
4. according to and within generally accepted standards for medical practice;
5. in the most cost effective setting and manner available to treat the **Specified Disease**;
6. not primarily for the convenience of an **Insured**, family, or a **Provider**; and
7. not investigational or experimental in nature.

The fact that a **Provider** prescribed, ordered, recommended or approved a service, supply, treatment or **Confinement** does not in and of itself make it **Medically Necessary** or a **Medical Necessity**.

“Medicare” means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as amended.

“Mental, Nervous and Emotional Disorders” means any neurosis, psychoneurosis, psychopathy, psychosis, or other mental or emotional disease or disorder of any kind, including, but not limited to anxiety, generalized anxiety disorder, panic disorder, panic attacks, agoraphobia, acrophobia, social phobia, simple phobias (irrational fears and avoidance of specific objects or situations), obsessive-compulsive disorder, posttraumatic stress syndrome, posttraumatic stress disorder, depression, depression disorder, dysthymic disorder (dysthymia) manic depression, manic episodes, hypo-manic episodes, bi-polar disorder, bi-polar syndrome, bi-polar disease, delusions, hallucinations, disorganized thought and behavior, schizophrenia, anorexia, anorexia nervosa, bulimia, bulimia nervosa, hyperorexia, and all complications thereof.

“Mode Of Premium Payment” means the interval of time (monthly, quarterly, semi-annual or annual) that you have selected for payment of the **Initial Premium** and **Renewal Premium**. The premium payment interval selected by **You** as the **Mode Of Premium Payment** is shown on the **Certificate Schedule**. This **Mode Of Premium Payment** is subject to change at **Our** discretion.

["Multiple Sclerosis"] means a crippling, chronic sickness, which usually commences in early adult life, characterized by no uniform pattern of neurological symptoms, but involves the patchy, scattered degeneration of nerve fibers in the spinal cord and/or brain and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Muscular Dystrophy"] means a hereditary sickness, which usually commences in childhood and characterized by a progressive weakness of the voluntary muscles causing serious crippling, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Musculoskeletal Disease"] means a sickness of any portion of the entire musculoskeletal system, including the muscles, tendons, ligaments, cartilage, bones and the entire skeleton, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Non-Participating Pharmacy"] means a pharmacy that at the time **Covered Expenses** are incurred, has not entered into or has terminated a prior agreement to provide services to **Insureds** under this **Certificate**.]

“Non-Participating Provider” means a **Hospital**, **Provider**, **Ambulatory Surgical Center**, **Skilled Nursing Home**, or other licensed practitioner of the healing arts for which **Specified Disease Benefits** are payable under this **Certificate** that, at the time **Covered Expenses** are incurred, has not entered into or has terminated a prior agreement to provide health care services to **Insureds** under this **Certificate** form at discounted rates.

["**Obstructive Sleep Apnea**"] means a sickness characterized by occlusion of the upper airway during sleep, usually at the level of the oropharynx, with the resulting apnea leading to progressive asphyxia until there is a brief arousal from sleep, whereupon the airway patency is restored and airflow resumes, and the sequence of events is repeated several times during the night that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Ophthalmology Disease**"] means a sickness of any portion of the eyes and surrounding anatomical structures and nerves, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Osteoarthritis**"] means a degenerative joint sickness characterized by the failure of the diarthrodial (moveable, synovial-lined) joint), and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Osteomyelitis**"] means a sickness characterized by inflammation of the bone marrow and adjacent bone and epiphyseal cartilage, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Osteoporosis**"] means a sickness characterized by a decrease in the density of bone, decreasing its strength and resulting in fragile bones of the **Insured**, and (ii) similar bone diseases that produce abnormally porous bones which are susceptible to ease of compression leading to frequent fractures, and all complications thereof, that are not excluded from coverage under this **Certificate** and which in either instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Otolaryngology Disease**"] means a sickness of any portion of the ears, larynx, upper respiratory tract, neck, tracheobronchial tree, esophagus and surrounding anatomical structures and nerves, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"**Other Insureds**" mean those members of **Your** family that are listed on the **Certificate Schedule** on the **Issue Date**.

"**Our**" means Freedom Life Insurance Company of America.

"**Outpatient**" means **Medically Necessary** medical care, treatment, services or supplies from a **Provider** at (i) a clinic, (ii) an emergency room of a **Hospital**, (iii) an **Ambulatory Surgical Center**, (iv) an **Emergency Care Facility**, or (v) the surgical facility of a **Hospital** which does not result in an **Inpatient Confinement** at such **Hospital** following such surgery.

["**Participating Pharmacy**"] means a pharmacy that has entered into, and not terminated by the date the **Covered Expenses** are incurred, an agreement to dispense **Prescriptions** to **Insureds** under this **Certificate**. A **Participating Pharmacy** can be either a retail store or mail order for home delivery.]

"**Participating Provider**" means a **Hospital**, **Provider**, **Ambulatory Surgical Center**, **Skilled Nursing Home**, or other licensed practitioner of the healing arts for which **Specified Disease Benefits** are payable under this **Certificate** that has entered into, and not terminated by the date the **Covered Expenses** are incurred, an agreement to provide health care services to **Insureds** under this **Certificate** at discounted rates.

["**Poliomyelitis**"] means an infectious sickness characterized by an inflammation of the gray matter of the spinal cord, marked by fever, pains and gastroenteric disturbances, followed by a flaccid paralysis of one or more muscular groups and later by atrophy, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Pre-Certification of Treatment” means the process of obtaining prior verbal or written authorization from **Us** for **Medically Necessary Inpatient Confinement** or surgery. **Pre-Certification of Treatment** is not required for **Emergency Inpatient** admission.

["Preferred Brand Drugs" means each **Brand Name Drug** that is identified and listed upon the **Preferred Drug List**. In certain circumstances, a **Preferred Brand Drug** may be a medically acceptable alternative medication to a **Brand Name Drug** that is not listed on the **Preferred Brand Drug List** such that an **Insured** may want to consult with his/her **Provider** and the pharmacist of the **Participating Pharmacy** regarding whether such **Preferred Brand Drug** would be appropriate and proper in the treatment of such **Insured's** condition.]

["Preferred Drug List" means a list either created or sponsored by **Us**, which identifies certain **Brand Name Drugs** that may be preferred. The **Preferred Drug List** is updated from time to time and may be found on the Internet at www.ushealthgroup.com in the prescription services location of the website. **You** may also call the toll free Rx Help Desk number on the back of your ID card.]

“Pre-existing Condition” means a condition, whether physical or mental, and regardless of the cause:

1. for which medical advice, diagnosis, care or treatment was recommended or received during the twelve (12) month period immediately preceding the effective date of coverage under this **Certificate** for the **Insured** incurring the expense; or
2. which **Manifested** during the twelve (12) month period immediately preceding the effective date of coverage under the **Certificate** for the **Insured** incurring the expense.

This **Certificate** provides coverage as of the **Issue Date** for **Pre-existing Conditions**, disclosed on the application, provided they are not otherwise limited or excluded by this **Certificate** or any riders, amendments, or endorsements attached hereto.

This **Certificate** does not cover expenses for **Pre-existing Conditions**, that are not disclosed on the application, unless the expenses are incurred more than twelve (12) months after the **Insured's** coverage has been in effect, and are not otherwise limited or excluded by this **Certificate** or any riders, amendments, or endorsements attached hereto.

“Premium Rate Guarantee Period” means the number of months immediately following the **Issue Date** that must expire before the amount of **Renewal Premium** charged by **Us** (with the same **Mode of Premium Payment** as the **Mode of Premium Payment** selected for payment of the **Initial Premium**) can be higher than the amount of the **Initial Premium** because of (i) a change by **Us** in the table of premium rates used to calculate the **Initial Premium**, or (ii) an increase in the attained age after the **Issue Date** of any **Insured** listed on the **Certificate Schedule**. However, the amount of **Renewal Premium** required for this **Certificate** may be increased by **Us**, even during the **Premium Rate Guarantee Period**, if after the **Issue Date**:

1. **You** add **Insureds** to this **Certificate**;
2. **You** change the amount of the **Calendar Year Deductible** shown on the **Certificate Schedule**;
3. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
4. **You** change any other coverage option;
5. **You** change residence to a different zip code;
6. **You** change the **Mode Of Premium Payment**;
7. **You** add optional coverage riders, if any;
8. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;
9. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
10. the **Participating Provider** network availability changes for **Your** state;
11. the **Participating Provider** negotiated discounts change;
12. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
13. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or

14. any other change in federal or state law or regulation affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

The length of the **Premium Rate Guarantee Period** is shown on the **Certificate Schedule**.

“**Prescription**” means the **Medically Necessary** authorization for a **Prescription Drug** to be dispensed to an **Insured** on an **Outpatient** basis pursuant to the order of a **Provider** who is acting within the scope of his or her license to treat a **Specified Disease**.

“**Prescription Drug**” means legend drugs and medications that by Federal law may only be legally obtained on an **Outpatient** basis with a **Prescription**.

“**Primary Insured**” means the individual whose name is printed on the **Certificate Schedule** as the **Primary Insured** and whose coverage under this **Certificate** has not ended.

“**Provide**”, “**Provided**” or “**Providing**” means each medical, diagnostic and surgical test, service, care, treatment, or supply, which is:

1. prescribed or ordered by a **Provider**;
2. rendered to and received by an **Insured** while coverage under this **Certificate** for such **Insured** is in full force and effect;
3. listed as a covered item, type of service and/or supply in the SPECIFIED DISEASE BENEFITS Section; and
4. not otherwise limited or excluded by any provision in this **Certificate** or rider, endorsement or amendment attached hereto.

“**Provider**” means a person who has successfully completed the prescribed course of studies in medicine at a medical school officially recognized and accredited in the country in which it is located, and which person has been licensed by the state in which the medical services are rendered to practice medicine. The **Provider** must be acting within the scope of such license while rendering **Medically Necessary** professional service to an **Insured**, and cannot be a member of the **Insured’s** family.

[“**Pulmonary Disease**” means a sickness of any portion of the lungs or respiratory system, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“**Renewal Premium**” means the amount charged for coverage of all **Insureds** under this **Certificate** for the period of time from the **First Renewal Date** through the day before each subsequent renewal coverage renewal date. **Renewal Premium** for each renewal period is payable in advance for each applicable renewal period.

[“**Rheumatoid Arthritis**” means a chronic multisystem sickness characterized by a variety of systemic manifestations, including persistent inflammatory synovitis, usually involving peripheral joints in a symmetric distribution typically producing cartilage destruction, bone erosion and joint deformity that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[“**Reproductive System Disease**” means a sickness of any portion of the male and female reproductive systems, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“**Separate Deductible For Non-Participating Providers**” means, in addition to the **Calendar Year Deductible**, the amount of **Covered Expenses** an **Insured** must incur in a **Calendar Year** for services rendered by **Non-Participating Providers** before any applicable **Specified Disease Benefits** are payable under this **Certificate**.

No **Specified Disease Benefits** are payable under this **Certificate** for services rendered by **Non-Participating Providers** until after the **Separate Deductible For Non-Participating Providers**, and the amount of the **Calendar Year Deductible** are satisfied and fully payable by either **You** or such **Insured**. The amount of the **Separate**

Deductible For Non-Participating Providers is shown on the **Certificate Schedule** and applies per **Calendar Year** separately to each **Insured**.

None of the following expenses may be used to satisfy the **Separate Deductible For Non-Participating Providers**: (i) the amount of the **Calendar Year Deductible**; (ii) the amount of any applicable **Access Fees**; and (iii) the amount of the **Failure to Pre-certify Treatment Deductible**.

[**"Sickle Cell Anemia"** means a genetically determined sickness (hemolytic anemia), one of the hemoglobinopathies characterized by arthralgia, acute attacks of abdominal pain, ulcerations of the lower extremities, sickle-shaped erythrocytes in the blood, the homozygous presence of S hemoglobin in the red blood cells as determined by hemoglobin electrophoresis, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"Skilled Nursing Home" means a place which:

1. charges patients for their services;
2. is legally operated in the state (or similar jurisdiction) in which it is located;
3. has beds for patients who need medical and skilled care;
4. operates under a doctor's supervision;
5. has continuous twenty-four (24) hour nursing service supervised by a registered nurse (R.N.); and
6. keeps complete medical records on each patient.

Skilled Nursing Home also means a wing, area or floor of a **Hospital** specifically set aside to provide care similar to that of a **Skilled Nursing Home**, but it does not mean a **Hospital**.

[**"Skin Disease"** means a sickness of any portion of the skin and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"Solid Organ Transplant(s)" means the **Medically Necessary** surgical transplantation, combined transplantation, sequential transplantation, (including grafts) of the following **Medically Necessary** organs received by an **Insured** in treatment of a **Specified Disease** while coverage for such **Insured** under this **Certificate** is in full force and effect:

1. heart;
2. lung;
3. kidney;
4. pancreas;
5. combined heart/lung;
6. combined kidney/pancreas;
7. skin;
8. eye or parts thereof (including lens and cornea); and
9. liver (**Insureds** who are candidates for liver transplantation must have abstained from the use of alcohol for one year immediately prior to such transplantation surgery in order for the planned liver transplantation to constitute a **Solid Organ Transplant**).

"Specified Disease" means the specifically enumerated sicknesses set forth in Section V. A. of this **Certificate** entitled "SPECIFIED DISEASES" suffered by an **Insured**, which in each instance first **Manifests** itself on or after the **Issue Date** shown on the **Certificate Schedule** and while coverage under this **Certificate** for such **Insured** is in force and effect.

"Specified Disease Benefits" means only **Medically Necessary** treatments, procedures, services, and supplies received by an **Insured** for a **Specified Disease** while coverage under this **Certificate** for such **Insured** is in full force and effect, and which are specifically enumerated in Section V. B. entitled SPECIFIED DISEASE BENEFITS. If a treatment, procedure, service, or supply is not specifically enumerated in the SPECIFIED DISEASE BENEFITS Section, then fees charged or expenses associated with such items are not covered under this **Certificate** as a **Specified Disease Benefit**. Payments by **Us** for **Specified Disease Benefits** are subject to all definitions, exclusions, limitations and provisions contained herein, including but not limited to the satisfaction and payability by

You or the applicable **Insured** of all applicable deductibles, as well as the limitation of the **Company Insurance Percentage**.

“Stem Cell Transplants” means the **Medically Necessary** insertion or transplantation, combined insertion or transplantation, sequential insertion or transplantation procedures, in which any **Medically Necessary** form of stem cells are received by an **Insured** in the treatment of a **Specified Disease** while coverage for such **Insured** under this **Certificate** is in full force and effect.

["Stroke (CVA)"] means (i) an acute cerebral vascular accident or event, which produces measurable, functional and permanent neurological impairment caused by hemorrhage, thrombus, or embolus from extra cranial source, which results in an infarction (death) to brain tissue, (ii) a transient ischemic attack, (iii) a prolonged but reversible ischemic attack, (iii) similar diseases of the brain and central nervous system, (iv) migraines, and (v) hypoxia that that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.

“Subsequent Certificate Year(s)” means each twelve (12) month period ending on each anniversary of the **Issue Date** following the **First Certificate Year**.

“Termination of Coverage” means Section III.C. TERMINATION OF COVERAGE that governs the conditions and circumstances under which the coverage provided by this **Certificate** may be terminated for any or all **Insureds**.

["Toxic Epidermal Necrolysis"] means a life-threatening skin sicknesses in which the epithelium of the skin, and sometimes the mucosa, peels off in sheets, leaving widespread denuded areas, and all complications thereof that is not excluded from coverage in this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Toxic Shock Syndrome (TSS)"] means a sickness characterized by a syndrome of high fever, vomiting, diarrhea, confusion, and skin rash that may rapidly progress to severe and intractable shock, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Us” means Freedom Life Insurance Company of America.

“Usual and Customary Expense” means the following:

1. For **Providers Usual and Customary Expense** is the seventieth (70th) percentile of the prevailing charges by all **Providers** in the same geographic area as such **Provider**, as determined by one of the current prevailing health care charges information systems in the insurance industry utilizing the applicable **CPT Code** for such services or treatment and the applicable zip code (first 3 or 5 digits) of such **Provider**.
2. For services or treatments **Provided** by **Hospitals, Ambulatory Surgical Centers, Emergency Care Facilities, Skilled Nursing Homes**, pharmacies or other applicable facilities, **Usual and Customary Expense** is average charge made for similar services or supplies in the locality where the service or supply is furnished, taking into consideration the nature and the severity of the **Specified Disease** suffered by the **Insured**.

Provided, however, that **Usual and Customary Expense** shall never exceed the **Medicare** allowable or approved charge with respect to **Insureds** who are **Medicare** eligible.

“Utilization Review” means a system for prospective or concurrent review of the **Medical Necessity** and appropriateness of health care services being **Provided**, or proposed to be **Provided**, to an **Insured** within this state. **Utilization Review** does not include elective requests for clarification of coverage.

["Viral Infection"] means a sickness characterized by multiplication of microbes that are smaller than most bacteria and which are generally incapable of growth or reproduction apart from living cells within the body, as well as all complications thereof that that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“**We**” means Freedom Life Insurance Company of America.

“**You**”, “**Your**” and “**Yours**” means the individual listed on the **Certificate Schedule** as the **Primary Insured**.

“**Your Renewal Premium Class**” means the **Class** in which this **Certificate** is placed for **Renewal Premium** purposes. **Your Renewal Premium Class** will be determined by **Us** based upon several factors, including, among other things, a combination of one or more of the following: (i) **Your** zip code (either first 3 or first 5 digits) at the commencement of such renewal period, (ii) **Your** county of residence at the commencement of such renewal period, (iii) **Your** state of residence at the commencement of such renewal period, (iv) the **Issue Date**, (v) **Your** state of residence on the **Issue Date**, (vi) the number, sex, attained age, and tobacco use of each **Insured** on each applicable renewal date, (vii) **Your** plan of coverage under this **Certificate** on each applicable renewal date, including its deductibles, **Specified Disease Benefit**, limits, exclusions, limitations, optional riders, and exclusionary endorsements (viii) the underwriting risk assessment of each **Insured**, (ix) discounted or preferred premium rate status of any **Insured**, (x) premium rate ups, if any, for any **Insured**, (xi) the amount of the **Initial Premium**, (xii) the amount of the **Renewal Premium** charged in the preceding renewal period, (xiii) **Mode of Premium Payment** for the renewal period and (xiv) the number and type other certificates of coverage issued by **Us** covering individuals in **Your** current state of residence with the same or similar factors described above.

“**Your Spouse**” means the spouse of the **Primary Insured** who (i) is either listed as an **Other Insured** on the **Certificate Schedule** or later added to this **Certificate**, and (ii) is an **Insured** whose coverage has not ended by the date of such spouse’s death.

III. WHEN COVERAGE BEGINS AND ENDS

A. EFFECTIVE DATE

This **Certificate** is effective at 12:01 A.M. local time where **You** live on the **Issue Date** shown on the **Certificate Schedule**.

B. ELIGIBILITY AND ADDITIONS

Your Spouse, **Your** unmarried, dependent children who are under the age of 19 (24 if a **Full-Time Student**; and grandchildren who are considered **Your** dependents for federal income tax purposes and who are under age 19 (24 if a **Full-Time Student**; any children which an **Insured** is required to insure under a medical support order; any child whom **You**, or **Your Spouse** (if listed as an **Other Insured** on the **Certificate Schedule**), intends to adopt and has become a party to a suit for that purpose; and any child who is in the custody of an **Insured** under a temporary court order that grants the **Insured** conservatorship of the child, are eligible for this coverage. Any eligible dependent (other than a newborn or adoptee) will be added to this **Certificate** when **We** approve the written application for such coverage, and accept payment of any necessary premium.

Newborn children born after the **Issue Date** to **You**, or **Your Spouse**, while this **Certificate** is in full force and effect (a newborn child) will be automatically insured under this **Certificate** from and after the moment of birth for a period of ninety (90) days or before the next premium due date, whichever is later. If **You** wish to continue such automatic coverage under this **Certificate** for any such newborn child past the initial ninety (90) day period or beyond the next premium due date, **You** must notify **Us** of such birth and **Your** desire for such continued coverage under this **Certificate** within ninety (90) days or before the next premium due date after the date of such newborn child’s birth. **You** must also pay any additional premium required for such additional coverage within such ninety (90) day period or before the next premium due date. If **You** do not notify **Us** of such birth and **Your** desire for continued coverage under this **Certificate** within such ninety (90) day period or before the next premium due date, and timely pay any additional premium that may be due, then the automatic coverage under this **Certificate** for such newborn child will end after the expiration of ninety (90) days or the next premium due date, whichever is later, from the date of such newborn child’s birth. **We** will notify **You** if more premium is needed.

Newborn children born after the **Issue Date** and immediately placed for adoption after birth with **You**, or **Your Spouse**, while this **Certificate** is in full force and effect (a newborn adoptee) will be automatically insured under this **Certificate** from and after the date of the adoption placement of such newborn adoptee for a period of sixty (60) days. If **You** wish to continue such automatic coverage under this **Certificate** for any such newborn adoptee past the initial sixty (60) day period, **You** must notify **Us** of such birth, adoption placement and **Your**

desire for continued coverage under this **Certificate** within sixty (60) days after the date of the adoption placement of such newborn adoptee. **You** must also pay any additional premium required for such additional coverage within such sixty (60) day period. If **You** do not notify **Us** within such sixty (60) day period of the birth, adoption placement and **Your** desire for continued coverage under this **Certificate** for such newborn adoptee and timely pay any additional premium that may be due, then the automatic coverage under this **Certificate** for such newborn adoptee will end after the expiration of day from the date of such adoption placement of such newborn adoptee. **We** will notify **You** if more premium is needed.

If **You** wish to have automatic coverage under this **Certificate** after the **Issue Date** for any child not listed as an **Other Insured** on the **Certificate Schedule**, but for which adoption or custody of such child is sought by **You** or **Your Spouse** in a civil suit or other judicial custody proceeding filed or initiated after the **Issue Date**, **You** must notify **Us** within thirty-one (31) days after **You** or **Your Spouse**, as applicable: (i) become a party in such civil suit in which such adoption of the child is sought; or (ii) obtain custody of the child under the first court order (including temporary orders) that grants conservatorship and/or custody of the child. **You** must also pay any additional premium required for such additional coverage within such thirty-one (31) day period. If **You** do not notify **Us** within such applicable thirty-one (31) day period of **Your** desire for automatic coverage under this **Certificate** in the future for such child and timely pay any additional premium that may thereafter become due, then no automatic coverage will be afforded under this **Certificate** for such child. **We** will notify **You** if more premium is needed.

C. TERMINATION OF COVERAGE

1. TERMINATIONS SUBJECT TO RIGHT OF CONVERSION

Subject to the Section III. E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION below, an applicable **Insured's** coverage under this **Certificate** ends on the earlier of the following:

- a. the premium due date in the month following the date the **Group Specified Disease Insurance Policy** is terminated by the **Group Specified Disease Insurance Policyholder**, in which case **You** will be given thirty (30) days prior written notice of the termination, mailed to **Your** last known address;
- b. with respect to **Your Spouse** who is covered under this **Certificate**, the premium due date in the month following the effective date of **Your** divorce decree, annulment or court approved separation;
- c. with respect to **Your** child(ren) who are covered under this **Certificate**, the premium due date in the month following such **Insured's** 19th birthday (24th if a **Full-Time Student**).

2. TERMINATIONS BY PRIMARY INSURED NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, the following described actions by either the **Primary Insured** or other applicable **Insured** will result in a termination of each applicable **Insured's** coverage under this **Certificate** with no right of conversion, in which event the coverage ends on the earlier of the following:

- a. the due date of any unpaid **Renewal Premium**, subject to the grace period; or
- b. the date **You** terminate coverage by notifying **Us** of the date **You** desire coverage to terminate and specify the **Insured** whose coverage is to terminate.

3. TERMINATION OF THE CERTIFICATE BY THE COMPANY NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, **We** may refuse to renew and cancel coverage for all **Insureds** under this **Certificate** with no right of conversion for the following reasons:

- a. **We** are required by the order of an appropriate regulatory authority to non-renew or cancel the **Certificate** or **Group Specified Disease Insurance Policy**;
- b. **We** cease offering and renewing coverage of the same form of coverage as this **Certificate** in **Your** state upon a minimum of thirty (30) days prior written notice mailed to **Your** last known address[with

- an opportunity for **You** to convert to any similar medical expense policy or certificate that **We** are then actively marketing and offering to new applicants in **Your** state];
- c. the date **We** receive due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**; or
- d. the **Primary Insured** terminates membership in the association which is the **Group Specified Disease Policyholder**.

4. TERMINATION OF AN INSURED BY THE COMPANY NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, **We** may refuse to renew and cancel coverage for each **Insured** under this **Certificate** with no right of conversion for the following reasons:

- a. the total amount of any **Specified Disease Benefit** payments made by **Us** are equal to the **Lifetime Certificate Maximum Per Insured**;
- b. with respect to **You** and **Your Spouse**, the premium due date in the month following the attainment of age 65 or eligibility for **Medicare**;
- c. An **Insured** ceases to be a member of the association which is the **Group Specified Disease Policyholder**; or
- d. the date **We** receive due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**.

As long as this **Certificate** is in force for **You**, the coverage of **Your** child who is an **Insured** will not end if he or she is dependent upon **You** for support and maintenance and incapable of self-support because of a mental handicap or physical disability. Such dependent **Insured's** coverage under this **Certificate** will continue regardless of the dependent **Insured's** age, as long as **Renewal Premium** is timely and properly paid for **You** and the dependent **Insured** and such dependent **Insured** remains dependent upon **You** and incapable of self-support because of such mental handicap or physical disability. Proof of such handicap or disability must be furnished to **Us** as soon as reasonably possible prior to the dependent **Insured** reaching the limiting age, and thereafter upon **Our** request, but not more frequently than annually after the two (2) year period following the attainment of the limiting age.

Any termination of coverage under this **Certificate** will be effective at 11:59 P.M. local time where **You** live on the date(s) specified above.

If **You** die, **Your Spouse**, if then an **Insured** under this **Certificate**, will become the **Primary Insured**. If **You** and **Your Spouse** (if any) are not covered under this **Certificate**, the oldest **Insured** will become the **Primary Insured**.

We will not accept premium for any **Insured** whose coverage has terminated. Premiums, which are sent to **Us** and include an amount to cover the **Insured** whose coverage has terminated, will be returned. **We** will only accept the correct premium to cover those **Insureds** who are eligible for coverage. If premiums are accepted in error, **Our** liability is limited to coverage for the period of time for which premiums were accepted in error.

Except for claims involving fraud or intentional misrepresentation of material fact, any termination will be without prejudice to any **Covered Expenses** incurred by an **Insured** for **Specified Disease Benefits** prior to the date of termination. If coverage is terminated, unearned premium will be computed pro-rata and any unearned premium will be refunded to **You**.

E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION

A **Certificate Of Conversion Coverage**, whereby the coverage then afforded by this **Certificate** for an applicable **Insured** will continue without a requirement of any additional evidence of the insurability of such **Insured**, is available only:

1. for **Your Spouse** who is covered under this **Certificate**, if his or her coverage ceases due to divorce, annulment or court approved separation; or
2. for **Your** unmarried child(ren) who is covered under this **Certificate**, if his or her coverage ceases due to his or her reaching the limiting age of 19 (24 if enrolled as a **Full-Time Student**).

A **Certificate Of Conversion Coverage** is not available and will not be provided if:

1. an **Insured's** coverage under the **Group Specified Disease Insurance Policy** ceases because the **Group Specified Disease Insurance Policy** was terminated;
2. an **Insured's** coverage under this **Certificate** ceases because of failure to pay the required premiums in the time allowed;
3. **We** were required by the order of an appropriate regulatory authority to non-renew or cancel the **Certificate** or **Group Specified Disease Insurance Policy**;
4. The total amount of **Specified Disease Benefit** payments made by **Us** are equal to the **Lifetime Certificate Maximum Per Insured**;
5. **You** voluntarily terminated coverage under this **Certificate** for any **Insured** by notifying **Us** of the date **You** desired such coverage to terminate;
6. **We** received due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**;
7. The **Insured** is or could be covered by **Medicare**; or
8. **We** ceased offering and renewing coverage of the same form of coverage as this **Certificate** in **Your** state upon a minimum of thirty (30) days prior written notice mailed to **Your** last known address[with an opportunity for **You** to convert to any similar medical expense policy or certificate that **We** are then actively marketing and offering to new applicants in **Your** state].

In order to be eligible for a **Certificate Of Conversion Coverage**, a written election of continuation of coverage via conversion must be made by the applicable **Insured**, on a form furnished by **Us**, and the first premium must be paid, in advance, to **Us** on or before the date on which the applicable coverage under this **Certificate** for such **Insured** would otherwise terminate. The amount of first premium required from the effective date through the end of the first renewal period of the **Certificate Of Conversion Coverage** shall not be more than **Our** full group premium rate then applicable for the applicable **Insured** under the **Certificate** with the same mode of payment. Applicable **Insureds** shall not be required to pay the **Renewal Premium** for a **Certificate Of Conversion Coverage** less often than monthly.

IV. PREMIUM

A. INITIAL PREMIUM

The **Initial Premium** specified on the **Certificate Schedule** is due and payable {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}} to the **Company** at its home office on or before the **Issue Date**. This **Initial Premium** payment will keep this **Certificate** in force until the **First Renewal Date**. The amount of the **Initial Premium** and the **First Renewal Date** are shown on the **Certificate Schedule**. **Initial Premium** has been determined by **Us** for this **Certificate** on a **Class** basis. **Your Class** for **Initial Premium** was determined by **Us** based upon several factors, including, among other things, a combination of the following: (i) **Your** zip code (either first 3 or first 5 digits); (ii) **Your** county of residence; (iii) **Your** state of residence; (iv) the number, age, sex and tobacco use of each **Insured** listed on the **Certificate Schedule**; (v) the plan of coverage contained in this **Certificate** on the **Issue Date**, including its deductibles, **Specified Disease Benefits**, limitations, and exclusions; (vi) the health status of each applicant, including the results of any required physical examination and laboratory test results; (vii) **Participating Provider** network selected on the application, (viii) the underwriting risk assessment of each **Insured**; (ix) the discounted or preferred premium rate status of any **Insured**; (x) premium rate ups, if any, for any **Insured**; (xi) **Mode Of Premium Payment** selected on the application; (xii) distribution channels; (xiii) administrative costs; (xiv) taxes; (xv) other economic factors; and/or (xvi) other certificates of coverage issued and to be issued by **Us** covering individuals in **Your** current state of residence with the same or similar factors described above.

B. RENEWAL PREMIUM

1. CALCULATION - PAYMENT

The current **Mode Of Premium Payment** is shown on the **Certificate Schedule**. **Renewal Premium** is payable {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Policyholder** for each **Insured's** membership in the **Group Specified Disease Policyholder**}} on or before its due date, and must be paid to the **Company** at its home office. Any **Renewal Premium** not paid {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Policyholder** for each **Insured's** membership in the **Group Specified Disease Policyholder**}} on or before its due date is a premium in default. If a **Renewal Premium** payment default is not corrected and properly paid before the end of the grace period, coverage under this **Certificate** will terminate.

Renewal Premium rates for this **Certificate** may be increased by **Us** for any renewal period after the **Issue Date**, including during the **Premium Rate Guarantee Period**, if after the **Issue Date**:

- a. **You** add **Insureds** to this **Certificate**;
- b. **You** change the amount of the **Calendar Year Deductible** shown on the **Certificate Schedule**;
- c. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
- d. **You** change any other coverage option;
- e. **You** change residence to a different zip code;
- f. **You** change the **Mode Of Premium Payment**;
- g. **You** add optional coverage riders, if any;
- h. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;
- i. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
- j. the **Participating Provider** network availability changes for **Your** state;
- k. the **Participating Provider** negotiated discounts change;
- l. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
- m. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or
- n. any other change in federal or state law affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

The current table of premium rates upon which the **Initial Premium** and the **First Renewal Premium** were calculated for this **Certificate** may include scheduled increases in the amount of **Renewal Premium** based upon the future attained age of each **Insured**. To be eligible for a discounted or preferred premium rate each **Insured** may be required to complete a preferred health risk assessment upon enrollment and at renewal. Additionally, the current table of premium rates upon which the **Initial Premium** and **First Renewal Premium** were calculated and any subsequent table of premium rates upon which the **Renewal Premium** for any renewal period is to be calculated may be changed from time to time by **Us**. Accordingly, after expiration of the **Premium Rate Guarantee Period**, the amount of **Renewal Premium** may be increased for any renewal period based upon items a. through m. above as well as the following:

- a. a new attained age of any **Insured** reached prior to the first day of any renewal period,
- b. change by **Us** in the table of premium rates used to calculate the **First Renewal Premium**, and
- c. change by **Us** in the table of premium rates used to calculate **Renewal Premium** for any prior renewal period.

Any changes in the table of premium rates establishing the amount of required **Renewal Premium** during any renewal period will be implemented on a **Class** basis for all members of **Your Renewal Premium Class**. Factors that may be involved and considered by **Us** in determining the amount of **Renewal Premium** to be charged to **Your Renewal Premium Class** during any renewal period include, among

other things, a combination of one or more of the following: (i) past claims experience of **Your Renewal Premium Class**; (ii) anticipated inflationary trends in the cost of future medical services; (iii) historical experience in the inflationary cost of medical services; [(iv) anticipated inflationary trends in the cost of **Prescription Drugs**; (v) historical experience in the past inflationary cost of **Prescription Drugs**]; (vi) anticipated future claims experience of **Your Renewal Premium Class**; (vii) other economic factors; (viii) anticipated advances in the medical diagnosis capabilities of injuries and illnesses, including the anticipated cost thereof; (ix) anticipated advances in the manner, method and delivery of medical care and treatment, including the anticipated cost thereof; and (x) any other reason permitted by applicable state law. **We** will tell **You** [and the **Group Specified Disease Insurance Policyholder**] at least thirty (30) days in advance of the effective date of any **Renewal Premium** increase that occurs due to a change in the table of premium rates for **Renewal Premium**.

2. RENEWAL PREMIUM CHECK OR DRAFT NOT HONORED

Any [premium payment made {*Option 1* [by **You** to **Us**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** to **Us** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}] by a check or draft which is not honored at the bank upon which it is drawn shall be of no effect toward coverage under this **Certificate** unless and until valid restitution is made to **Us** within the time provided herein for making such premium payment.

3. GRACE PERIOD

Unless at least thirty-one (31) days prior to a **Renewal Premium** due date **We** have mailed to **You** written notice of **Our** intention not to renew this **Certificate** a grace period of thirty-one (31) days from such due date is given for the late payment {*Option 1* [by **You** to **Us**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** to **Us** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}] of the **Renewal Premium** due. If {*Option 1* [**You**]} {*Option 2* the **Group Specified Disease Insurance Policyholder** on **Your** behalf}] make[s] payment to **Us** of the required **Renewal Premium** during such grace period {*Option 2* [from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**]}], then this **Certificate** will remain in force for **Benefit** claims arising during such grace period. However, if the **Company** has received notification of **Your** intention to cancel any **Insured's** coverage under this **Certificate**, there is no grace period for the late payment of any **Renewal Premium** that would otherwise have been due for such **Insured** but for such cancellation.

4. REINSTATEMENT

If the **Renewal Premium** is not paid {*Option 1* [by **You**]} {*Option 2* [by the **Group Specified Disease Insurance Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**]} before the grace period ends, later acceptance of premium by **Us** without requiring an application for reinstatement will reinstate this **Certificate** as of the date of acceptance of the late premium, together with all applicable administration and policy fees, as well as all applicable state and federal taxes. If **We** require an application that will be fully underwritten by **Us**, {*Option 1* [**You**]} {*Option 2* [**You** and the **Group Specified Disease Insurance Policyholder**]} will be given a conditional receipt for the premium. If the application is approved after underwriting, this **Certificate** will be reinstated as of the approval date together with payment {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}] all back or past due premium and all applicable administration and policy fees, as well as all applicable state and federal taxes permitted by applicable state law. Lacking such approval, this **Certificate** will be reinstated on the forty-fifth (45th) day after the date of the conditional receipt, unless **We** have previously notified {*Option 1* [**You**]} {*Option 2* [**You** and the **Group Specified Disease Insurance Policyholder**]}], in writing, of **Our** disapproval of the reinstatement.

The reinstated **Certificate** will cover only **Covered Expenses** that result from a **Specified Disease** that begins more than ten (10) days after the date of reinstatement.

In all other respects **Your** rights and **Our** rights will remain the same subject to any provisions noted on or attached to the reinstated **Certificate**.

5. INITIAL PREMIUM RATE GUARANTEE PERIOD

The amount of **Renewal Premium** with the same **Mode of Premium Payment** as the **Mode of Premium Payment** of the **Initial Premium** is guaranteed not to exceed the amount of the **Initial Premium** for each renewal period commencing prior to the expiration of the **Premium Rate Guarantee Period** as a result of any: (i) change in the table of premium rates used to calculate the **Initial Premium**; or (ii) increase in the attained age after the **Issue Date** of any **Insured** listed on the **Certificate Schedule**. The length of the **Premium Rate Guarantee Period** is shown on the **Certificate Schedule**. However, **Renewal Premium** rates may be increased by **Us** during the **Premium Rate Guarantee Period** upon any one or more of the following:

- a. **You** add **Insureds** to this **Certificate**;
- b. **You** change the amount of the **Calendar Year Deductible** shown on the **Certificate Schedule**;
- c. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
- d. **You** change any other coverage option;
- e. **You** change residence to a different zip code;
- f. **You** change the **Mode Of Premium Payment**;
- g. **You** add optional coverage riders, if any;
- h. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;
- i. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
- j. the **Participating Provider** network availability changes for **Your** state;
- k. the **Participating Provider** negotiated discounts change;
- l. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
- m. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or
- n. any other change in federal or state law affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

V. SPECIFIED DISEASE BENEFITS AND CLAIM PROCEDURES

Insureds have the right to obtain medical care from the **Provider** and **Hospital** of their choice, however, all applicable **Specified Disease Benefit** payments by **Us** under this SPECIFIED DISEASE BENEFITS AND CLAIMS PROCEDURES Section of the **Certificate** are limited to the applicable **Company Insurance Percentage** of **Covered Expenses** incurred by an **Insured**. Coverage under this Section of the **Certificate** will be reduced for medical services, supplies, care or treatment obtained from a **Non-Participating Provider**. The difference between both the **Company Insurance Percentages** and the **Insured Coinsurance Percentages** for: (i) **Participating Providers** and (ii) **Non-Participating Providers** are shown in the **Certificate Schedule**. In addition, **We** shall never be required to make a payment for **Covered Expenses** incurred in excess of the amount of (i) the **Calendar Year Maximum Benefit Per Insured** during any **Calendar Year**, (ii) the amount of the **Lifetime Transplant Maximum Per Insured** during an **Insured's** lifetime, or (iii) the amount of the **Lifetime Certificate Maximum Per Insured** during an **Insured's** lifetime.

Covered Expenses incurred by an **Insured** for **Specified Disease Benefits** are subject to the **Calendar Year Deductible**, the **Insured Coinsurance Percentage** and any applicable **Access Fees**, unless otherwise specified.

A. SPECIFIED DISEASES

Subject to and expressly limited by all applicable definitions, exclusions, limitations, non-waiver provisions, waiting periods, and other provisions contained in this **Certificate**, as well as any exclusionary coverage riders, endorsements, or amendments attached to hereto, the following enumerated sicknesses shall constitute **Specified Diseases** under this **Certificate**:

1. [Adrenal Hypofunction (Addison's Disease)]
2. [Amyotrophic Lateral Sclerosis (Lou Gehrig 's Disease)]
3. [Arteriosclerosis]
4. [Bacterial Infection]
5. [Brain and Nervous System Disease]
6. [Cancer]
7. [Cardiovascular Disease]
8. [Complications of Pregnancy]
9. [Cystic Fibrosis]
10. [Diabetes]
11. [Endocrine System Disease]
12. [Gastrointestinal Disease]
13. [Heart Attack (Myocardial Infarction)]
14. [Hypertension]
15. [Influenza]
16. [Inherited Metabolic Disorder]
17. [Kidney and Urinary Tract Disease]
18. [Liver and Biliary Tract Disease]
19. [Multiple Sclerosis]
20. [Muscular Dystrophy]
21. [Musculoskeletal Disease]
22. [Obstructive Sleep Apnea]
23. [Ophthalmology Disease]
24. [Osteoarthritis]
25. [Osteomyelitis]
26. [Osteoporosis]
27. [Otolaryngology Disease]
28. [Poliomyelitis]
29. [Pulmonary Disease]
30. [Rheumatoid Arthritis]
31. [Reproductive System Disease]
32. [Sickle Cell Anemia]
33. [Skin Disease]
34. [Stroke (CVA)]
35. [Toxic Epidermal Necrolysis]
36. [Toxic Shock Syndrome (TSS)]
37. [Viral Infection].

B. SPECIFIED DISEASE BENEFITS

Subject to and expressly limited by all applicable definitions, exclusions, limitations, non-waiver provisions, waiting periods, and other provisions contained in this **Certificate**, as well as any exclusionary coverage riders, endorsements, or amendments attached to hereto, **We** promise to pay to or on behalf of each **Insured**, (independently and on a non-coordinated basis with any other type of insurance coverage the **Insured** may have in-force with **Us** or any other insurance carrier), the **Company Insurance Percentage** of the amount of professional fees and other applicable medical diagnostic or treatment expenses and charges that constitute **Covered Expenses** incurred by each **Insured** for the following described **Inpatient** and **Outpatient** services that are **Provided** as a result of a **Specified Disease**, but only after: (i) each applicable **Access Fee** amount in this Section has been first satisfied and deducted from such **Covered Expenses** and applied to the applicable **Insured** for payment; (ii) the amount of the **Calendar Year Deductible** has been first satisfied by deduction from such **Covered Expenses** and applied to the applicable **Insured** for payment; (iii) the amount of any

applicable **Separate Deductible For Non-Participating Providers** and **Failure to Pre-Certify Treatment Deductible** has been first satisfied by deduction from such **Covered Expenses** and applied to the applicable **Insured** for payment; and (iv) the applicable **Insured Coinsurance Percentage** of the **Covered Expenses** remaining after satisfaction of all applicable deductibles and **Access Fees** is, likewise, satisfied by deduction from the remaining **Covered Expenses** and applied to the applicable **Insured** for payment:

1. INPATIENT HOSPITAL CONFINEMENT FOR SPECIFIED DISEASES:

a. INPATIENT HOSPITAL CARE FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** or a **Provider** in connection with admission and **Confinement** of an **Insured** at the **Hospital** due to **Specified Diseases**:

- 1) **Hospital** - semi-private daily room and board;
- 2) **Intensive Care Unit** of the **Hospital** - daily room and board (Note, daily room and board will be at the semi-private rate for admission to units or areas of the applicable **Hospital** which are step-down units from the **Intensive Care Unit**, including, sub-acute intensive care units, progressive care units, intermediate care units, private monitored rooms, observation units or other facilities not meeting the standards set forth in the definition of an **Intensive Care Unit**);
- 3) **Hospital** miscellaneous medications, prescription drugs, services and supplies - (Note, miscellaneous charges by a **Hospital** for personal convenience items, including but not limited to television, telephone, internet and radio are not considered **Covered Expenses**); and
- 4) **Provider** Visits – (Note: limited one (1) **Provider** visit per treating **Provider** per day while the **Insured** is an **Inpatient** at a **Hospital**, and a maximum of sixty (60) **Provider** visits per **Hospital Confinement**. **Specified Disease Benefits** are not payable for professional fees for visits at the **Hospital** following surgery by a Surgeon, Anesthesiologist or Nurse Anesthetist whose professional fees in connection with the surgery constitute **Covered Expenses**, unless the visit is to evaluate or treat a **Specified Disease** other than that which resulted in the **Insured's** covered surgery).

b. INPATIENT SURGERY FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** and **Providers** received by an **Insured** in connection with **Inpatient** surgery performed at the **Hospital** due to **Specified Diseases**:

- 1) Primary Surgeon;
- 2) Assistant Surgeon – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for one assistant surgeon in connection with surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 3) Anesthesiologist or Nurse Anesthetist – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for either an anesthesiologist's or a nurse anesthetist's administration and monitoring of anesthesia administered during surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 4) Pathologist Fees – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for a pathologist's evaluation and/or interpretation of any tissue specimen removed during or in connection with such surgery); and
- 5) Second Surgical Opinion - Up to \$250 of professional fees for a second surgical opinion if:
 - a) the **Insured's Provider** determines that surgery is needed;
 - b) the surgery is not excluded from this **Certificate** or any riders, amendments or endorsements attached hereto;
 - c) the **Insured** is examined in person by another qualified **Provider** for the purpose of obtaining a second surgical opinion; and
 - d) the **Provider** issuing the second surgical opinion sends **Us** a written report.

However, **We** will not pay for the second surgical opinion if the **Provider** issuing the second surgical opinion performs or assists in the surgery.

c. BREAST RECONSTRUCTION FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** and a **Provider** received by an **Insured** in connection with **Breast Reconstruction** performed at a **Hospital**.

d. INPATIENT THERAPY FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** or a **Provider** in connection with the following types of therapy received by an **Insured** as an **Inpatient** at the **Hospital** due to a **Specified Disease** :

- 1) Radiation therapy;
- 2) Chemotherapy;
- 3) Occupational therapy;
- 4) Physical therapy (not to exceed 25 treatments or a maximum physical therapy **Specified Disease Benefit** payment of \$2,000 per **Calendar Year**, per **Insured**);
- 5) Rehabilitation therapy; and
- 6) Speech therapy.

This **Inpatient** therapy coverage does not include fees or expenses charged for spinal manipulations.

e. INPATIENT LABORATORY AND DIAGNOSTIC TESTS FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** or a **Provider** in connection with the performance and interpretation of laboratory and diagnostic tests received by an **Insured** as an **Inpatient** at the **Hospital** due to **Specified Diseases**.

f. TRANSPLANTS FOR SPECIFIED DISEASES

When generally accepted medical indications and standards for transplantation (including grafts) have been met and all assessments required by the treating institution are successfully completed, then services **Provided** by a **Hospital** and **Providers** in connection with the performance of **Solid Organ Transplants, Bone Marrow Transplants, and/or Stem Cell Transplants** that are received by an **Insured** are covered.

The maximum amount of **Covered Expenses** allowed for professional fees of a **Provider** and facility fees for the harvesting of applicable donor organs or donor bone marrow is \$10,000 per transplant, to the extent that any **Specified Disease Benefit** hereunder remain and are available under the **Certificate** for the applicable **Insured** recipient. Any payment of donor expenses hereunder will be applied toward the satisfaction of the **Lifetime Transplant Maximum Per Insured**.

However, the amount of **Specified Disease Benefit** hereunder will be reduced by fifty (50) percent for any **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received that were not reviewed by **Us** prior to transplantation evaluation, testing or donor search. In addition, the following items/procedures are not covered under this **Certificate**:

- 1) any non-human (including animal or mechanical) **Solid Organ Transplant**;
- 2) transplants approved for a specific medical condition, but applied to another condition;
- 3) the purchase price of any organ, tissue, blood, bone marrow, cells, or stem cells that are sold and not donated;
- 4) any donor charge or donor expense incurred that does not constitute **Covered Expenses** allowed for professional fees and facility fees incurred in connection with the harvesting of applicable donor organs or donor bone marrow; and
- 5) any transplantation (including grafts) that does not constitute **Solid Organ Transplants, Bone Marrow Transplants, and/or Stem Cell Transplants**.

2. EMERGENCY ROOM AND OTHER OUTPATIENT COVERAGE FOR SPECIFIED DISEASES:

a. EMERGENCY ROOM SERVICES FOR SPECIFIED DISEASES

Subject to the **Emergency Room Access Fee**, services **Provided** by a **Hospital** or a **Provider** in the emergency room of the **Hospital** for the following items received by an **Insured** on an **Emergency** basis:

- 1) Emergency room services and supplies;
- 2) **Provider** services for surgery in the **Emergency Room** of the **Hospital**, if **We** are notified of such surgery within seventy-two (72) hours after such surgical procedure has been performed, or as soon thereafter as reasonably possible;
- 3) X-ray and laboratory examinations;
- 4) Prescription drugs administered prior to discharge from the **Emergency Room**;
- 5) Surgical dressings, casts, splints, trusses, braces and crutches received prior to discharge from the emergency room; and
- 6) Services of a registered nurse (R.N.) in the **Emergency Room** of a **Hospital**.

The **Emergency Room Access Fee** shall be waived by **Us** if such **Insured** is **Confined** in any **Hospital** within twenty-four (24) hours of such **Emergency Room** visit.

b. OUTPATIENT TREATMENT FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital**, or an **Emergency Care Facility** in connection with the **Outpatient** treatment of **Specified Diseases** received by an **Insured**. Services **Provided** by a **Hospital** or a **Provider** in the emergency room of the **Hospital** are subject to the **Emergency Room Access Fee**.

c. EMERGENCY TRANSPORTATION TO HOSPITAL BY AMBULANCE FOR SPECIFIED DISEASES

Services **Provided** in connection with transportation of an **Insured** by either local ground ambulance or local air ambulance to the nearest **Hospital** that is appropriately staffed, equipped, available and suitable for the **Emergency** diagnosis, care and treatment of an **Insured's Specified Disease**. However, expenses charged for transportation to a **Hospital** by air ambulance are not payable or otherwise considered a **Specified Disease Benefit**, if such **Insured's** medical condition was not sufficiently acute or severe upon arrival at the **Hospital** to result in an **Inpatient** admission and **Confinement** in the **Hospital** immediately following the **Insured's** evaluation and treatment in the emergency room of such **Hospital**.

d. OUTPATIENT SURGERY FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** or **Ambulatory Surgical Center** and **Providers** in connection with surgery performed on an **Insured** on an **Outpatient** basis for **Specified Diseases**:

- 1) **Hospital** or **Ambulatory Surgical Center** – (expenses that constitute **Covered Expenses** will be considered for **Specified Disease Benefit** payment for the pre-operation, operation and recovery rooms, as well as for medications, prescription drugs, and other miscellaneous items, services and supplies; provided that miscellaneous charges for any personal convenience items, including but not limited to television, telephone, and radio are not considered **Covered Expenses**);
- 2) Primary Surgeon;
- 3) Assistant Surgeon – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for one assistant surgeon in connection with surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 4) Anesthesiologist or Nurse Anesthetist – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for either an anesthesiologist or a nurse anesthetist administration and monitoring of anesthesia, during surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);

- 5) Pathologist – (professional Fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for a pathologist's evaluation and/or interpretation of any tissue specimen removed during or in connection with such surgery); and
- 6) Second Surgical Opinion - Up to \$250 of professional fees for a second surgical opinion if:
 - a) the **Insured's Provider** determines that surgery is needed;
 - b) the surgery is not excluded from this **Certificate** or any riders, amendments or endorsements attached hereto;
 - c) the **Insured** is examined in person by another qualified **Provider** for the purpose of obtaining a second surgical opinion; and
 - d) the **Provider** issuing the second surgical opinion sends **Us** a written report.

However, **We** will not pay for the second surgical opinion if the **Provider** issuing the second surgical opinion performs or assists in the surgery.

e. [OUTPATIENT LABORATORY AND DIAGNOSTIC TESTS FOR SPECIFIED DISEASES]

Subject to **Laboratory and Diagnostic Testing Access Fee**, if applicable, services **Provided** by a **Hospital**, or other medical facility in connection with the performance and interpretation of laboratory and diagnostic tests received on an **Outpatient** basis by an **Insured** due to **Specified Diseases**.]

f. [OUTPATIENT THERAPY FOR SPECIFIED DISEASES]

Services **Provided** by a **Hospital**, or other medical facility in connection with the following types of therapy received on an **Outpatient** basis by an **Insured** due to **Specified Diseases**:

- 1) Radiation therapy;
- 2) Chemotherapy;
- 3) Physical therapy (not to exceed 25 treatments or a maximum **Specified Disease Benefit** payment of \$2,000 per **Calendar Year** per **Insured**);
- 4) Rehabilitation therapy; and
- 5) Speech therapy.

This **Outpatient** therapy **Specified Disease Benefit** does not include fees or expenses charged for spinal manipulations.]

g. [DOCTOR OFFICE VISITS FOR SPECIFIED DISEASES]

Professional services **Provided** by a **Provider** during a **Medically Necessary** visit to the professional offices of such **Provider** for the purposes of evaluation, diagnosis and treatment of a **Specified Disease**.]

h. [OUTPATIENT PRESCRIPTIONS FOR SPECIFIED DISEASES]

Prescriptions filled by a **Participating Pharmacy**, but **Covered Expenses** for such **Prescriptions** shall not exceed, the amount of the cost of the least expensive drug, medicine or **Prescription Drug** that may be used to treat the **Insured's Specified Disease**, all in accordance with the following schedule:

- 1) If a **Generic Drug** is available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for either a **Brand Name Drug** or a **Preferred Brand Drug** that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of such **Generic Drug** at such pharmacy;
- 2) If a **Preferred Brand Drug** is available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for a **Brand Name Drug** that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of the **Preferred Brand Drug** at such pharmacy; and
- 3) If both a **Generic Drug** and a **Preferred Brand Drug** are available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for a **Brand**

Name Drug that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of such **Generic Drug** at the pharmacy.

If **Prescription Drugs** are purchased by an **Insured** from a **Non-Participating Pharmacy**, then the amount of **Covered Expenses** for the purposes of calculating a benefit payment hereunder shall be limited to the amount of **Covered Expenses** that would have been incurred by such **Insured** if the **Prescription Drugs** had been purchased at a **Participating Pharmacy** instead of the **Non-Participating Pharmacy**.]

i. [HOME HEALTH CARE FOR SPECIFIED DISEASES

Services **Provided** to an **Insured** due to a **Specified Disease** for the care specified in a **Home Health Care Plan**, up to a **Covered Expense** maximum per day of 50% of the amount of the semi-private room rate of either (i) the **Hospital** where such **Insured** was **Confined** prior to the development of the **Home Health Care Plan**, or (ii) the **Skilled Nursing Home** where such **Insured** was a resident immediately prior to the development of the **Home Health Care Plan**. Such expenses incurred by an **Insured** as the result of a **Home Health Care Plan** are payable for an **Insured**, if:

- 1) The **Insured** had first been **Confined** in a **Hospital** or was a resident at a **Skilled Nursing Home** due to a **Specified Disease**;
- 2) The **Home Health Care Plan** of the **Insured** begins no later than thirty (30) days after discharge from the **Hospital** or **Skilled Nursing Home**; and
- 3) The **Home Health Care Plan** is for the same or related **Specified Disease** as the **Hospital** or **Skilled Nursing Home Confinement**.

A **Provider** must certify that the **Insured** would have to be in a **Hospital** or **Skilled Nursing Home** (and receive a level of care greater than **Custodial Care**) if **Home Health Care Plan** services had not been available.

Payment under this coverage is limited to a period of a maximum of 120 days during a twelve (12) consecutive month period.]

j. [HOSPICE CARE FOR SPECIFIED DISEASES

Services **Provided** to an **Insured** for **Hospice Care** due to a **Specified Dis**, if:

- 1) such **Hospice Care** is provided as the result of **Specified Disease** for which **Covered Expenses** were incurred by such **Insured** for **Hospital Confinement**;
- 2) the **Insured's Provider** certifies the life expectancy of the **Insured** is six (6) months or less; and
- 3) the **Insured's Provider** recommends a **Hospice Care** program.

Payment under this coverage is limited to a period of a maximum of six (6) consecutive months.]

k. [MEDICAL EQUIPMENT AND SUPPLIES FOR SPECIFIED DISEASES

Medical Equipment and supplies **Provided** to an **Insured** as a result of a **Specified Disease** which are **Covered Expenses** includes:

- 1) Blood, plasma, and derivatives, if not replaced;
- 2) Initial replacement of natural limbs and eyes when loss occurs while this **Certificate** is in force;
- 3) Initial permanent lens immediately following cataract surgery, except the replacements will not be covered;
- 4) Casts, non-dental splints, trusses, crutches and braces (except dental or orthodontic braces);
- 5) Rental (not to exceed the purchase price) of a wheelchair, hospital bed, or other durable portable medical equipment **Provided** to an **Insured** in each event required for therapeutic treatment of **Specified Diseases** on an **Outpatient** basis; and
- 6) Oxygen and its administration.]

I. [SKILLED NURSING HOME FOR SPECIFIED DISEASES]

Daily room and board and miscellaneous charges for other services **Provided** to an **Insured** due to **Specified Diseases** for residential care received in a **Skilled Nursing Home** for up to a maximum of 120 days in a twelve (12) month period, if:

- 1) the **Insured** has first been **Confined** in a **Hospital** for three (3) or more consecutive days;
- 2) the **Skilled Nursing Home** stay begins within thirty (30) days after discharge from the **Hospital**;
- 3) the **Skilled Nursing Home** stay is for the same or related a **Specified Disease** as the **Hospital Confinement**; and
- 4) the **Insured's Provider** certifies the need for **Skilled Nursing Home Confinement**.

m. [SUPPLIES AND SERVICES ASSOCIATED WITH THE TREATMENT OF DIABETES]

The following **Outpatient** services **Provided** to an **Insured** for care received during for the treatment of diabetes and associated conditions:

- 1) **Diabetes Equipment**;
- 2) **Diabetes Supplies**; and
- 3) **Diabetes Self-Management Training.**]

C. PRE-CERTIFICATION OF TREATMENT

If an **Insured** notifies and obtains from **Us** a certification that **Covered Expenses** are to be incurred due to a **Medically Necessary Hospital Confinement** or surgery, **We** will provide the **Specified Disease Benefits** for **Covered Expenses** as specified under the terms and provisions of this **Certificate** and any riders, amendments, or endorsements attached hereto.

Certification must be obtained prior to all **Inpatient** admissions, except in the case of an **Emergency** admission. In the event of an **Emergency Inpatient** admission, the **Insured** or his or her **Provider** must notify **Us** within seventy-two (72) hours of **Confinement**, or as soon thereafter as reasonably possible.

At the time notification of surgery is made, **We** will inform the **Insured** and his or her **Provider** if a second surgical opinion is required, at the expense of the **Company**, before certification will be given and will assign a length of stay if it is determined that **Inpatient Hospital** care is **Medically Necessary**. **We** may extend the length of stay upon the request of the **Insured** or **Provider** if **We** determine an extension is **Medically Necessary**. No **Specified Disease Benefits** will be provided under this **Certificate** for expenses that are determined not **Medically Necessary**.

Treatment provided at any time after initial certification that differs from the specific plan of care and treatment previously authorized requires re-certification by **Us**.

Pre-Certification of Treatment, services, and/or a length of stay is not a guarantee of **Specified Disease Benefits** under this **Certificate** or the **Group Specified Disease Insurance Policy**. All claims for **Specified Disease Benefits** under this **Certificate**, including claims for services and treatment that were pre-certified by **Us**, are subject to all terms, definitions, limitations, exclusions and restrictions contained in this **Certificate** and any riders, endorsements, or amendments attached hereto.

D. CLAIM PROCEDURES, INVESTIGATION AND PAYMENT

1. NOTICE OF CLAIM

Written notice of claim must be received by **Us** within thirty (30) days of the date that each **Covered Expense** is incurred by an **Insured**. If it is not reasonably possible for the notice of claim to be transmitted to **Us** so that it is received within such thirty (30) day period, then written notice of claim must be received by **Us** as soon thereafter as reasonably possible. A **Provider's** billing statement that is timely received by **Us** will suffice as a written notice of the claim under this Section. **Our** current address for

providing a written notice of claim is shown on Page 1. A written notice of claim should include the applicable **Insured's** name, the **Primary Insured's** name, the applicable **Provider's** name, and the **Certificate** number.

2. CLAIM FORMS AND ADDITIONAL INFORMATION TO BE PROVIDED

When **We** receive timely written notice of claim, **We** will normally send **You** a claim form to be completed, signed and returned. The general purpose of the claim form is to provide **Us** with general background information about the nature of the claim, which information may be necessary in order to complete a proper proof of loss. If this claim form is not provided to **You** within fifteen (15) days, of **Our** timely receipt of written notice of the claim, then **You** will not be required to later complete, sign and return the written claim form, but may be required to provide other information, including a written authorization for the release of medical records and information, which in each event is necessary either for **Our** investigation of the claim or otherwise as part of the completion of a proper proof of loss. **We** must receive information requested within the time limit stated in the Section V. C. 3, PROOFS OF LOSS.

3. PROOFS OF LOSS

Written proof of a **Covered Expense** must be provided to **Us** within ninety (90) days after such **Covered Expense** is incurred by an **Insured**. If it was not reasonably possible for **You** to give **Us** proof in the time required, **We** will not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof of loss required must be provided no later than one (1) year from the date the **Covered Expense** was incurred by the **Insured** unless **You** are legally incompetent or otherwise physically unable to act.

4. CLAIMS REVIEW, INVESTIGATION, ADJUSTMENT AND ADJUDICATION

As written notice of claims, completed claim forms, signed authorizations for release of medical authorizations, medical records, and other written information from **Insureds** and **Providers** are received and reviewed additional investigation, requests for information and other matters may occur in connection with the completion of a proper proof of loss, adjustment and adjudication of the claim. At **Our** expense, **We** have the right to have the **Insured** examined by a **Provider** of **Our** choice as often as is reasonably necessary while a claim or other benefit determination is pending. Information received during the review and investigation of a claim will be considered, as applicable, in connection of whether a timely and proper proof of loss has been completed. After **Our** investigation has been completed, claims will be adjusted and adjudicated in accordance with the coverage under this **Certificate** that was in force on the date the applicable expense was incurred. Part of the adjustment and adjudication process includes a determination of the amount of **Covered Expense** incurred by the **Insured** for the applicable services rendered. This determination will normally require communication with the network with whom the applicable **Provider** was contracted at the time the service was rendered, as well as other matters. Once a decision has been made on a claim and this decision has been processed, an explanation of benefits form will be transmitted to the **Primary Insured** and each applicable **Provider**.

5. PAYMENT OF CLAIMS

The applicable portion of **Covered Expenses** incurred by an **Insured**, which are owed by the **Company** under this **Certificate**, will be paid to the **Primary Insured**, unless the right to such payment was previously assigned to a **Provider** for direct payment. Upon the death of the **Primary Insured**, the unpaid amount of any applicable **Covered Expenses** incurred by an **Insured**, which are owed by the **Company** under this **Certificate**, will be paid to the **Beneficiary**, unless the right to such payment was previously assigned to a **Provider** for direct payment. Any claim payment made by **Us** in good faith will fully discharge **Our** liability under this **Certificate** for such claim to the extent of the amount of such good faith payment.

6. TIME OF PAYMENT OF CLAIMS

We will make payments due promptly once a decision has been made on a claim and this decision has been processed.

Payment shall be treated as being made on the date a draft or valid instrument was placed in the United States mail to the last known address of the applicable **Primary Insured, Provider, or Beneficiary** in a properly addressed, postpaid envelope, or, if not so posted, on the date of delivery.

A **Specified Disease Benefit** payment owed by **Us** under this **Certificate**, but not paid within thirty (30) days after the date of **Our** receipt of a proper proof of loss and the completion of **Our** investigation of the claim, will be considered past due. **We** will pay interest on any past due **Specified Disease Benefit** payment amount at the rate of one and one-half percent per month commencing on the thirty first (31st) day after the completion and **Our** receipt of a proper proof of loss and the completion of **Our** investigation of the claim until the date such payment is tendered by **Us**.

VI. DEDUCTIBLES

A. CALENDAR YEAR DEDUCTIBLE

No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** incurred by an **Insured**, until after the **Calendar Year Deductible** is satisfied and fully payable each **Calendar Year** by such **Insured**. The amount of the **Calendar Year Deductible** is shown on the **Certificate Schedule** and applies per **Calendar Year** separately to each **Insured**.

In addition to the **Calendar Year Deductible**, the **Separate Deductible For Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

Neither (i) the amount of the **Separate Deductible For Non-Participating Providers**, nor (ii) the amount of the **Failure to Pre-Certify Treatment Deductible** may be used to satisfy the **Calendar Year Deductible**.

B. SEPARATE DEDUCTIBLE FOR NON-PARTICIPATING PROVIDERS

No **Specified Disease Benefits** are payable under this **Certificate** for services rendered by **Non-Participating Providers** until after the amount of the **Calendar Year Deductible** and the **Separate Deductible For Non-Participating Providers** are satisfied and fully payable. The amount of the **Separate Deductible For Non-Participating Providers** is shown on the **Certificate Schedule** and applies per **Calendar Year** separately to each **Insured**.

Neither (i) the amount of the **Calendar Year Deductible** nor (ii) the amount of the **Failure to Pre-Certify Treatment Deductible** may be used to satisfy the **Separate Deductible For Non-Participating Providers**.

C. SEPARATE DEDUCTIBLE FOR FAILURE TO PRE-CERTIFY TREATMENT

An additional deductible in the amount of \$1,000, the **Failure to Pre-Certify Treatment Deductible**, will be applied to **Covered Expenses** before the **Company Insurance Percentage** is payable under this **Certificate** for each (i) **Inpatient Hospital Confinement**, and (ii) surgery, if **Pre-Certification of Treatment** is not obtained. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** that are subject to the **Failure to Pre-Certify Treatment Deductible** until after the amount of any such **Failure to Pre-Certify Treatment Deductible** is satisfied and fully payable by either **You** or such **Insured**.

D. FAMILY CALENDAR YEAR DEDUCTIBLE MAXIMUM

Once a [combined] total of [one, two or three] [(1), (2), or (3)] **Calendar Year Deductible[s]** [have/has] been satisfied in any **Calendar Year** by any [three (3)] **Insured[s]**, no additional **Calendar Year Deductible** will be assessed by **Us** in connection with medical treatment and services rendered to any other **Insured** during the remainder of such **Calendar Year**.

VII. LIMITATIONS, EXCLUSIONS AND NON-WAIVER

A. LIMITATIONS-WAITING PERIODS

Coverage under this **Certificate** is limited as provided by the definitions, limitations, exclusions, and terms contained in each and every Section of this **Certificate**, as well as the following limitations and waiting periods:

1. Any treatment, medical service, surgery, medication, equipment, claim, loss or expense received, purchased, leased or otherwise incurred as a result of an **Insured's Pre-existing Condition** is not covered under this **Certificate** unless such treatment, medical service, surgery, medication, equipment, claim, loss or expense constitutes **Covered Expenses** incurred by such **Insured** more than twelve (12) months after the **Issue Date**, and such treatment, medical service, surgery, medication, equipment, claim, loss or expense are not otherwise limited or excluded by this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
2. Any **Specified Disease** loss or expense which results from the diagnosis, care or treatment of hernia, [Disease of the Reproductive System,] hemorrhoids, varicose veins, tonsils and/or adenoids, or otitis media shall be covered under this **Certificate** only if (i) such loss or expense constitutes **Covered Expenses** incurred by an **Insured** after this **Certificate** has been in force for a period of six (6) months from the **Issue Date**, (ii) such **Specified Diseases** are not otherwise limited or excluded by this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**, (iii) care for such **Specified Disease** is **Provided** on an **Emergency** basis, and (iv) such **Specified Disease** is not a **Pre-existing Condition**;
3. If as the result of an **Emergency** treatment of a **Specified Disease** services are rendered for an **Insured** by a **Non-Participating Provider** when a **Participating Provider** was not reasonably available in connection with either (i) on an **Outpatient** basis in the emergency room of a **Hospital** or (ii) an **Emergency Inpatient** admission to a **Hospital**, then the **Covered Expenses** incurred will be reimbursed by **Us** as if such **Non-Participating Provider** were a **Participating Provider** up to the point when the **Insured** can be safely transferred to a **Participating Provider**. If the **Insured** refuses or is unwilling to be transferred to the care of a **Participating Provider** after such **Insured** can be safely transferred, then reimbursement shall thereafter be reduced to the **Company's Insurance Percentage for Non-Participating Providers**;
4. **Specified Disease Benefits** under this **Certificate** for any **Insured** who is eligible for or has coverage under **Medicare**, and/or amendments thereto, regardless of whether such **Insured** is enrolled in **Medicare** shall be limited to only the **Usual and Customary** charges for services, supplies, care or treatment covered under this **Certificate** that are not or would not have been payable or reimbursable by **Medicare** and/or its amendments (assuming such enrollment), subject to all provisions, limitations, exclusions, reductions and maximum benefits set forth in this **Certificate**;
5. [Two-Five million dollars (\$2,000,000-\$5,000,000)] is the maximum total amount of all applicable annual increases in the **Lifetime Certificate Maximum Per Insured** that can be conditionally received after the **Issue Date** pursuant to Section VIII. INCREASE IN THE LIFETIME CERTIFICATE MAXIMUM of this **Certificate**; and
6. Except as contained and specifically set forth in the INCREASE IN THE LIFETIME CERTIFICATE MAXIMUM Section of this **Certificate**, there shall be no increase in the amount of the **Lifetime Certificate Maximum Per Insured**.

B. EXCLUSIONS

Coverage under this **Certificate** is limited as provided by the definitions, limitations, exclusions, and terms contained in each and every Section of this **Certificate**. In addition, this **Certificate** does not provide coverage for the amount of any professional fees or other medical expenses or charges for treatments, care, procedures, services or supplies incurred for the diagnosis, care or treatment charged to an **Insured** or any payment obligation for **Us** under this **Certificate** for any of the following, all of which are excluded from coverage:

1. any cost item, charge or expense which does not constitute **Covered Expenses**;
2. any accidental bodily injury suffered by an **Insured**;

3. any disease, ailment, illness or sickness that is not a **Specified Disease**;
4. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** before the **Certificate Issue Date**;
5. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** after an **Insured's** coverage under this **Certificate** terminates, regardless of when the sickness or disease occurred, except as **Provided** in the EXTENSION OF BENEFITS provision;
6. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured**, which exceed the **Lifetime Certificate Maximum Per Insured**;
7. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** which exceed the **Lifetime Transplant Maximum Per Insured** for all **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received by each **Insured** including any applicable expense for professional fees and facility fee incurred in connection with harvesting the applicable donor organ or donor bone marrow for the purposes of such transplantation;
8. [any **Prescription Drugs**];
9. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** and contained on a billing statement to the **Insured** which exceeds the amount of the **Maximum Allowable Charge**;
10. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured**, which **You** or **Your** covered family members are not required to pay;
11. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** for which the **Insured** and/or any covered family members are not legally liable for payment;
12. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** for which the **Insured** and/or any covered family members were once legally liable for payment, but from which liability the **Insured** and/or family members were forgiven and released by the applicable **Provider** without payment or promise of payment;
13. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** from any state or federal government agency, including the Veterans Administration unless, by law, an **Insured** must pay for such services;
14. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** as a result of experimental procedures or treatment methods not approved by the American Medical Association or other appropriate medical society;
15. any eyeglasses, contact lenses, radial keratotomy, lasik surgery, hearing aids and exams for their prescription or fitting;
16. any Cochlear implants;
17. any voluntary abortions, abortifacients or any other drug or device that terminates a pregnancy;
18. any services **Provided** by **You** or a **Provider** who is a member of an **Insured's** family;
19. any medical condition excluded by name or specific description by either this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
20. any treatment, care, procedures, services or supplies incurred by an **Insured** which were caused or contributed to by such **Insured's** being intoxicated or under the influence of any drug, narcotic or hallucinogens unless administered on the advice of a **Provider**, and taken in accordance with the limits of such advice;
21. any medical condition excluded by name or specific description by either this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
22. any cosmetic surgery or reconstructive procedures, except for **Medically Necessary** cosmetic surgery or reconstructive procedures performed under the following circumstances: (i) where such cosmetic surgery is incidental to or following surgery resulting from **Bacterial Infection** or **Viral Infection**; (ii) to correct a normal bodily function in connection with the treatment of a covered **Specified Disease**; or (iii) such cosmetic surgery constitutes **Breast Reconstruction** that is incident to a **Mastectomy**; provided any of the above occurred while the **Insured** was covered under this **Certificate**.
23. any treatment, care, procedures, services or supplies for breast reduction or augmentation or complications arising from these procedures;
24. any treatment, care, procedures, services or supplies for voluntary sterilization, reversal or attempted reversal of a previous elective attempt to induce or facilitate sterilization;
25. any treatment, care, procedures, services or supplies for treatment of infertility, including fertility hormone therapy and/or fertility devices for any type fertility therapy, artificial insemination or any other direct conception;

26. any treatment, care, procedures, services or supplies for any operation or treatment performed, **Prescription** or medication prescribed in connection with sex transformations or any type of sexual or erectile dysfunction, including complications arising from any such operation or treatment;
27. any treatment, care, procedures, services or supplies for appetite suppressants, including but not limited to, anorectics or any other drugs used for the purpose of weight control, or services, treatments, or surgical procedures rendered or performed in connection with an overweight condition or a condition of obesity or related conditions;
28. any treatment, care, procedures, services or supplies (including **Prescriptions**) incurred for the diagnosis, care or treatment of Attention Deficit Disorder (ADD) or Attention Deficit Hyperactivity Disorder (ADHD);
29. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of **Mental, Nervous and Emotional Disorders**;
30. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of autism;
31. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of **Alcoholism**, addiction to illegal drugs or substances, and/or abuse or illegal drugs or substances;
32. any treatment care, procedures, services or supplies incurred for the diagnosis, care or treatment of cirrhosis of the liver;
33. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of routine maternity or any other expenses related to normal labor and delivery, including routine nursery charges and well-baby care;
34. any contraceptives, oral or otherwise, whether medication or device, regardless of intended use;
35. any fluoride products;
36. any intentional misuse or abuse of **Prescription Drugs**, including **Prescription Drugs** purchased by an **Insured** for consumption by someone other than such **Insured**;
37. any spinal manipulations;
38. any programs, treatment or procedures for tobacco use cessation;
39. any charges for blood, blood plasma, or derivatives that has been replaced;
40. any treatment, care, procedures, services or supplies of Temporomandibular Joint Disorder (TMJ) and Craniomandibular Disorder (CMD);
41. [any treatment received outside of the United States, except as provided for in the EXTRATERRITORIAL MEDICAL EXPENSES provision;] and
42. any services or supplies for personal convenience, including custodial care or homemaker services, except as provided for in this **Certificate**.

C. NON-WAIVER

1. Billed charges for medical care and treatment received by all **Insureds** during a **Calendar Year** that are considered and applied by **Us** under Section VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM, does not mean **We** have any liability for coverage or the payment of any **Specified Disease Benefits** under the **Certificate** for the illness that resulted in such expenses, and any such mistake and error by **Us** shall not constitute a waiver of or modification to any of the conditions, terms, definitions, limitations or exclusions contained in either the **Certificate** or any exclusionary rider attached to the **Certificate**.
2. Expenses that are mistakenly applied by **Us** to the **Calendar Year Deductible** or erroneously paid by **Us** under any Section or provision of this **Certificate** shall not:
 - a) constitute a waiver of or modification to any conditions, terms, definitions or limitations contained in the **Certificate**, specifically including, but not by way of limitation, the definition of **Specified Disease**, **Medical Necessity** or **Covered Expenses**, the limitation of coverage under the **Certificate** for **Pre-existing Conditions**, as well as any exclusion, limitation and/or exclusionary riders which may be attached to the **Certificate**, or otherwise operate to alter, amend, affect, abridge or modify the **Certificate** to which it is attached;
 - b) create or establish coverage of any medical condition, illness, or disease under the **Certificate** or under any exclusion, limitation and/or exclusionary riders which may be attached to the **Certificate**; or
 - c) affect, alter, amend, abridge, constitute or act as a waiver of the **Company's** ability to rely upon, assert and apply such terms, definitions, limitations or exclusions of the **Certificate** or any amendments thereto.

VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM

A. CONDITIONAL ANNUAL INCREASE

Notwithstanding the amount of the **Lifetime Certificate Maximum Per Insured** stated on the **Certificate Schedule**, but subject to all applicable definitions, exclusions, limitations, non-waiver, and provisions contained in the **Certificate**, as well as all riders, endorsements, and amendments attached to the **Certificate**, **We** will automatically increase the amount of the **Lifetime Certificate Maximum Per Insured** on each anniversary of the **Issue Date** while coverage under the **Certificate** has remained in full force and effect on the following terms and conditions:

1. \$125,000 FIRST ANNIVERSARY OF ISSUE DATE

\$125,000 shall be added to the amount shown on the **Certificate Schedule** for the **Lifetime Certificate Maximum Per Insured** on the first anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **First Certificate Year**, is greater than the amount of the **Calendar Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**, but the amount of such billed medical charges is less than twice the amount of such **Calendar Year Deductible** applicable to such **Insureds**.

2. \$250,000 FIRST ANNIVERSARY OF ISSUE DATE

\$250,000 shall be added to the amount shown on the **Certificate Schedule** for the **Lifetime Certificate Maximum Per Insured** on the first anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **First Certificate Year** is less than the amount of the **Calendar Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**.

3. \$125,000 SUBSEQUENT CERTIFICATE YEARS

\$125,000 shall be added to the then current amount of the **Lifetime Certificate Maximum Per Insured** on each subsequent anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **Subsequent Certificate Year** that immediately precedes such anniversary of the **Issue Date** is greater than the amount of the **Calendar Year Deductible** shown on the **Certificate Schedule**, but the amount of such billed medical charges is less than twice the amount of such **Calendar Year Deductible** applicable to such **Insureds**.

4. \$250,000 SUBSEQUENT CERTIFICATE YEARS

\$250,000 shall be added to the then current amount of the **Lifetime Certificate Maximum Per Insured** on each subsequent anniversary of the **Issue Date**, if the total amount of all billed medical charges received by all **Insureds** and submitted to **Us** for consideration during the **Subsequent Certificate Year** that immediately precedes such anniversary of the **Issue Date** is less than the amount of the **Calendar Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**.

However, the maximum total amount of all applicable annual increases in the **Lifetime Certificate Maximum Per Insured** pursuant to this Section shall not exceed the sum of two million dollars.

IX. UNIFORM PROVISIONS

A. ENTIRE CONTRACT- CHANGES

The entire contract between **You** and the **Company** consists of the **Group Specified Disease Insurance Policy**, this **Certificate**, including **Your** application, which is attached hereto, and any amendments, riders, or

endorsements attached to this **Certificate**. All statements made by **You** will, in the absence of fraud, be deemed representations and not warranties. No statement made by an applicant for insurance will be used to contest the insurance or reduce the **Specified Disease Benefits** unless contained in a written application, which is signed by the applicant. No agent may:

1. change, alter or modify the **Group Specified Disease Insurance Policy**, this **Certificate**, or any amendments, riders, or endorsements attached to this **Certificate**;
2. waive any provisions of the **Group Specified Disease Insurance Policy**, this **Certificate**, or any amendments, riders, or endorsements attached to this **Certificate**;
3. extend the time period for payment of premiums under this **Certificate**; or
4. waive any of the **Company's** rights or requirements.

No change in the **Group Specified Disease Insurance Policy** or this **Certificate** will be valid unless it is:

1. noted on or attached to the **Group Specified Disease Insurance Policy** or this **Certificate**;
2. signed by one of **Our** officers; and
3. delivered to the **Primary Insured**, as shown on the **Certificate Schedule**.

B. TIME LIMIT ON CERTAIN DEFENSES

After two (2) years from the effective date of coverage, only fraudulent misstatements in the enrollment application may be used to void this **Certificate** or deny any claim for a loss occurring after the two (2) year period.

No claim for a **Covered Expense** charged after two (2) years from the **Insured's** effective date of coverage will be reduced or denied because a medical condition, not excluded by name or specific description, existed before the effective date of coverage.

D. CONFORMITY WITH STATE STATUTES

Any provision of this **Certificate** or the **Group Specified Disease Insurance Policy** which, on its effective date, is in conflict with the laws of the state in which **You** live on that date, is amended to conform to the minimum requirements of such laws.

E. MISSTATEMENT OF AGE

If the age of an **Insured** has not been stated correctly, his or her correct age will be used to determine (i) the amount of insurance for which he or she is entitled, (ii) the effective date of termination of insurance, and (iii) any other rights or **Specified Disease Benefits** under this **Certificate** or the **Group Specified Disease Insurance Policy**.

Premiums will be adjusted if too much or too little was paid due to the misstatement.

F. NONDISCLOSED MEDICAL HISTORY, MEDICAL CONDITIONS AND RELATED INFORMATION

During the first two (2) years coverage under this **Certificate** is in force it may be modified as provided below if, within that time, **We** discover that a medical condition or other material information was mistakenly not disclosed to **Us**:

1. The coverage under this **Certificate** will stay in force with no change in **Specified Disease Benefits**, or premiums if the disclosure of such condition would not have affected the way the **Certificate** was issued.
2. If the disclosure would have resulted in coverage not being issued to an **Insured**, **We** will return all premium paid, less any **Specified Disease Benefit** paid for that person during the time the coverage was in force in error. The coverage for that person shall be void from the **Issue Date**.

3. If the disclosure would have resulted in coverage under this **Certificate** being issued either: (a) at an increased premium, or (b) with an endorsement eliminating that condition from coverage, **We** will either (i) have **You** pay the increased rate beginning with the **Issue Date** (if **You** do not pay the increased premium within thirty (30) days after receiving **Our** notice, **We** will refund all premium paid less any **Specified Disease Benefit** paid, and the coverage under this **Certificate** will be void from the **Issue Date**); or (ii) add an endorsement to the **Certificate** to exclude that condition from coverage. The endorsement must be signed by **You** to put this change in effect. If **You** do not return a signed copy of the endorsement within thirty (30) days after receiving it, **We** will refund all premiums paid less any **Specified Disease Benefit** paid, and the **Certificate** will be void from the **Issue Date**.

This Section does not apply to any fraudulent misrepresentations that are made, which in all events can result in rescission of any coverage issued as a result of such fraudulent misrepresentations.

G. LEGAL ACTION

No action at law or in equity will be brought to recover on this **Certificate** prior to the expiration of sixty (60) days after proof of loss has been filed as required by this **Certificate**; nor will any action be brought after three (3) years from the expiration of the time within which proof of loss is required by this **Certificate**.

[H. EXTRATERRITORIAL MEDICAL EXPENSES

Covered Expenses charged in any jurisdiction outside the United States of America (U.S.) or its territories or possessions shall be reimbursed under the terms and conditions of this **Certificate** in U.S. currency at the rate of exchange between the U.S. dollar and the benchmark currency of the foreign jurisdiction on the date such **Covered Expenses** were incurred.]

THIS CONCLUDES THIS CERTIFICATE

SERFF Tracking Number: USHG-126979179 State: Arkansas
 Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47818
 Company Tracking Number: GASDPYD-2011-C-AR-FLIC
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.002 Dread Disease
 Limited Benefit
 Product Name: GASDPYD-2011-C-AR-FLIC
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	02/23/2011
Comments:		
Attachments:		
AR FLESCH GASDPYD.flic.pdf		
AR FLESCH GASDCYD.flic.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application	Approved-Closed	02/23/2011
Bypass Reason: This form will be marketed using application form APP-FI-FLIC, et al and/or APP-09-NOARB-FLIC, previously approved by your Department on October 18, 2006 and May 18, 2009, respectively		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter	Approved-Closed	02/23/2011
Comments:		
See attached cover letter.		
Attachment:		
AR Cover Letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: Response Letter	Approved-Closed	02/23/2011
Comments:		
Please see the attached response letter.		
Attachment:		
Rspns Ltr FLIC.pdf		

<i>SERFF Tracking Number:</i>	<i>USHG-126979179</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Freedom Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>47818</i>
<i>Company Tracking Number:</i>	<i>GASDPYD-2011-C-AR-FLIC</i>		
<i>TOI:</i>	<i>H07G Group Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07G.002 Dread Disease</i>
<i>Product Name:</i>	<i>GASDPYD-2011-C-AR-FLIC</i>		
<i>Project Name/Number:</i>	<i>/</i>		

		Item Status:	Status
			Date:
Satisfied - Item:	Association Articles & By-Laws	Approved-Closed	02/23/2011
Comments:	Please see the attached Association Articles & By-Laws.		
Attachments:	association docs CIA.pdf SBAA By-Laws.pdf		

FREEDOM LIFE INSURANCE COMPANY OF AMERICA

3100 Burnett Plaza • 801 Cherry Street • Unit 33 • Fort Worth, Texas 76102 • (800) 387-9027

READABILITY CERTIFICATION

I hereby certify that the forms, listed below, have been properly scored and have achieved the Flesch Score, as indicated.


Form Number

Flesch Score

GASDPYD-2011-C-AR-FLIC

43.25

Name: Ranita Grauwlir

Signature:  _____

Title: Vice President – Product Developmen

Dated: January 7, 2011

FREEDOM LIFE INSURANCE COMPANY OF AMERICA

3100 Burnett Plaza • 801 Cherry Street • Unit 33 • Fort Worth, Texas 76102 • (800) 387-9027

READABILITY CERTIFICATION

I hereby certify that the forms, listed below, have been properly scored and have achieved the Flesch Score, as indicated.

Form Number

Flesch Score

GASDCYD-2011-C-AR-FLIC

43.25

Name: Ranita Grauwlir

Signature:  _____

Title: Vice President – Product Developmen

Dated: January 7, 2011

FREEDOM LIFE INSURANCE COMPANY OF AMERICA

3100 Burnett Plaza • 801 Cherry Street • Unit 33 • Fort Worth, Texas 76102 • (800) 387-9027

January 27, 2011

The Honorable Jay Bradford
Life and Health Division
Department of Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

RE: **Freedom Life Insurance Company of America**
FEIN # 61-1096685 NAIC # 62324

GASDPYD-2011-C-AR-FLIC **Association Group Specified Disease Expense Certificate**
GASDCYD-2011-C-AR-FLIC **Association Group Specified Disease Expense Certificate**

Dear Commissioner Bradford:

Enclosed is the referenced form is filed for your review and approval. This form is new and is not intended to replace any forms previously filed with your Department. This form will be marketed using application form APP-FI-FLIC, et al and/or APP-09-NOARB-FLIC, previously approved by your Department on October 18, 2006 and May 18, 2009, respectively. Previously filed optional riders and amendatory endorsements may be issued with this certificate to provide additional benefits or meet regulatory requirements. These forms are basically identical except that one is a calendar year deductible and one is a policy year deductible.

The certificate is an association group specified disease that provides benefits for specified disease expenses on an inpatient and outpatient basis, subject to the provisions and limitations set forth therein. Benefits are provided for both participating and non-participating providers.

Please note that throughout the certificate, references to *{Option 1}* and *{Option 2}* denote two different options that the policyholder can choose from with regard to a specific subject. The terms *{Option 1}* and *{Option 2}* are shown for clarification only and will not show in the issued certificate. Only the bracketed language following *{Option 1}* or *{Option 2}* will show in the actual issued certificate, depending on which option is chosen by the policyholder.

This product will be issued to any associations previously filed in your state or that will be filed in the future. The group policy will be issued in Arizona. A certificate of insurance will be issued to members of the association to evidence coverage under the group policy. Please be advised this product is not employer/employee based, and we are offering it to individuals. The product is fully underwritten on an individual basis.

All numbers (excluding form numbers) are variable. Numbers within a provision determined by the laws of the governing jurisdiction will be varied only within the confines of the law. Paragraphs and definitions may vary to the extent that such paragraphs and definitions may be included, omitted or transferred to another page to suit the needs of a particular policyholder subject to: (a) any statutory or regulatory requirements; and (b) the condition that the language and benefits be within the intent and framework of the particular provisions. Additionally, there will also be items that customarily vary according to the

certificateholder's specific plan of insurance. The schedule pages of the certificate are variable to accommodate this information.

We also reserve the right to amend the referenced form to correct any minor typographical errors we may have neglected to find prior to submission, and to amend the language in order to clarify the intent within the confines of the law.

Enclosed, please find the applicable transmittals, certifications and filing fees, if any.

Your consideration of this filing is appreciated. Should you have any questions, please contact me as listed below.

Sincerely,

A handwritten signature in dark ink, reading "Shannon Morgan Cubby". The signature is written in a cursive, flowing style with some capitalization.

Shannon Morgan Cubby
Product Analyst
Product Development
Tel. 800-387-9027 ext 748
cubbys@ushealthgroup.com

FREEDOM LIFE INSURANCE COMPANY OF AMERICA

3100 Burnett Plaza • 801 Cherry Street • Unit 33 • Fort Worth, Texas 76102 • (800) 387-9027

February 21, 2011

Ms. Rosalind Minor
Life and Health Division
Department of Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

RE: **Freedom Life Insurance Company of America**
FEIN # 73-1187572 NAIC # 98205
SERFF Tracking # USHG-126979179
Your Letter Dated February 2, 2011

GASDPYD-2011-C-AR-FLIC, et al Association Group Fixed Indemnity Medical Plan

Dear Ms. Minor:

Thank you for your letter dated February 2, 2011. Per your objections, please see the following comments. For your ease of review, I have restated your objection, followed by my response.

1. *Your cover letter states that the product will be issued to any associations previously filed in our state or that will be filed in the future. This is to advise that we do not give blanket approval to any association. If you wish to market a new product or previously approved product with an association being the policyholder, the association must be filed with and approved by our Department prior to marketing that product through the association. The association must comply with ACA 23-86-106(2)(A) et al, (C)(i)(ii)(iii), (D)(i)(ii) and (E)(i)(ii) & (iii).*
 - a. Please find copies of the Articles and By-Laws for the below-listed associations, both of which have been previously approved by your Department.
 - i. Consumers Independent Association –initially approved July 28, 2003
 - ii. Small Business Association of America – initially approved February 20, 2007
 - b. Please be assured that we will file any new associations with the Department.

Thank you very much for your continued assistance with this filing. Should you have any questions, please contact me via email at cubbys@ushealthgroup.com, via telephone at (800) 387-9027, ext. 748.

Sincerely,



Shannon Morgan Cubby
Product Analyst
Product Development

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

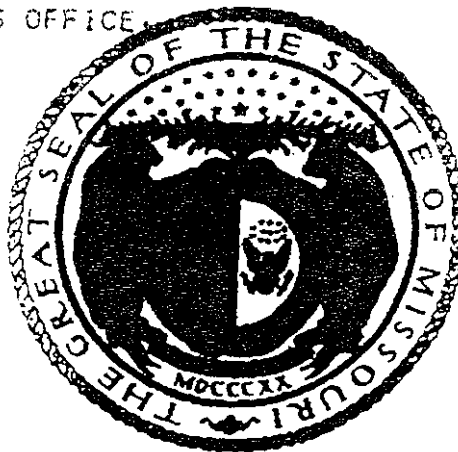
CORPORATION DIVISION
CERTIFICATE OF CORPORATE GOOD STANDING

I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE AND IN MY CARE AND CUSTODY REVEAL THAT
CONSUMERS INDEPENDENT ASSOCIATION

WAS INCORPORATED UNDER THE LAWS OF THIS STATE ON THE 25TH DAY OF SEPTEMBER, 1991, AND IS IN GOOD STANDING, HAVING FULLY COMPLIED WITH ALL REQUIREMENTS OF THIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 17TH DAY OF APRIL, 1998.

Rebecca McDowell Cook
Secretary of State



STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

CONSUMERS INDEPENDENT ASSOCIATION

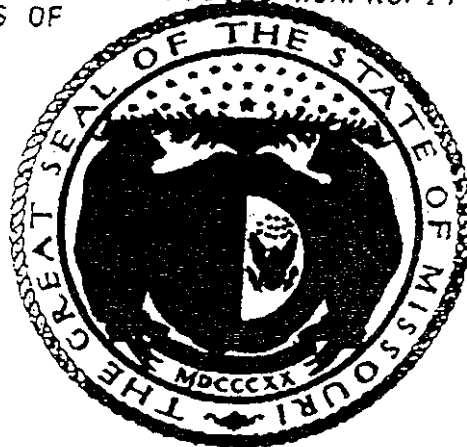
FORMERLY,

CONSUMERS INTEGRATED ASSOCIATION

A CORPORATION ORGANIZED UNDER THE MISSOURI NONPROFIT CORPORATION LAW HAS DELIVERED TO ME DUPLICATE ORIGINALS OF ARTICLES OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE MISSOURI NONPROFIT CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 6TH DAY OF APRIL, 1998.

Rebecca McDowell Cook
Secretary of State



\$10.00

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President or Vice President, and its Secretary or Assistant Secretary, this 31st day of March, 19 98.

CORPORATE SEAL
(If no seal, state "None")

"None"

Consumers Integrated Association
(If no corporate seal)
By [Signature]
In President or Vice President
By [Signature]
In Secretary or Assistant Secretary

FILED AND CERTIFICATE
ISSUED

APR 06 1998

State of Missouri
County of St. Louis } ss.

I, Deborah M. Vick
do hereby certify that on the 1st day of April, 19 98,
Karen Booker personally appeared before me
(Witnessed by other officer or notary)

and being first duly sworn by me, acknowledged that _____ he signed as his free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true, to his knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal)

Deborah M. Vick
Notary Public
My commission expires Oct. 19, 2001



DEBORAH M. VICK
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Oct. 19, 2001

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORRECTED

CORPORATION DIVISION
CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

CONSUMERS INTEGRATED ASSOCIATION

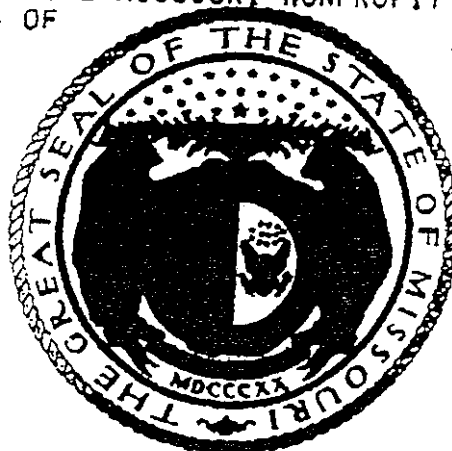
FORMERLY,

SAVER'S SERVICE ASSOCIATION

A CORPORATION ORGANIZED UNDER THE MISSOURI NONPROFIT CORPORATION LAW HAS DELIVERED TO ME DUPLICATE ORIGINALS OF ARTICLES OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE MISSOURI NONPROFIT CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 27TH DAY OF FEBRUARY, 1998.

Rebecca McDowell Cook
Secretary of State



\$10.00



State of Missouri
Rebecca McDowell Cook, Secretary of State
 P. O. Box 778, Jefferson City, MO 65102
 Corporation Division

**Statement of Correction for a
 General Business or Nonprofit Corporation**
 (Submit in duplicate with filing fee of \$10)

MAR 23 1998

Rebecca McDowell Cook
 SECRETARY OF STATE

- (1) The name of the corporation is: Consumer Integrated Association
- (2) The state/country under whose laws it was organized is: MO
- (3) Type of document being corrected (or filed copy attached): Articles of Amendment
- (4) The error is corrected as follows: Consumer's Integrated Association
- (5) The reason for such correction is: There was a miscommunication
when filing the Articles of Amendment and
it was incorrectly filed.
- (6) Date the original document was filed with the Missouri Secretary of State: Feb. 27, 1998

In affirmation of the facts stated above,

Ken Becker
 (Authorized signature of officer or chairman of the board)

Secretary
 (Title)

3/17/98
 (Date of Signature)

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF CORPORATE GOOD STANDING

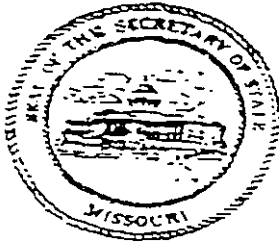
I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE AND IN MY CARE AND CUSTODY REVEAL THAT
CONSUMER INTEGRATED ASSOCIATION

WAS INCORPORATED UNDER THE LAWS OF THIS STATE ON THE 25TH DAY OF SEPTEMBER, 1991, AND IS IN GOOD STANDING, HAVING FULLY COMPLIED WITH ALL REQUIREMENTS OF THIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 6TH DAY OF MARCH, 1998.

Rebecca McDowell Cook
Secretary of State





State of Missouri
Rebecca McDowell Cook, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division

FILED AND CERTIFICATE
ISSUED

FEB 27 1998

Rebecca McDowell Cook
SECRETARY OF STATE

Articles of Amendment
to the
Articles of Incorporation
of a
General Not For Profit Corporation

(To be submitted in duplicate with a filing fee of \$10)

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of the "General Not For Profit Corporation Law" of the State of Missouri, hereby executes the following Articles of Amendment

1. The name of the corporation is Savers Service Association

2. There are NO (Insert "no" or "none") members, having voting rights with respect to amendments;

(Strike paragraphs (a), (b) or (c) when not applicable)

3. ~~At a meeting of members at which a quorum was present held on~~ 2/18/98 ~~at the offices of the corporation at~~ Jefferson City, Missouri ~~the following amendments were adopted:~~

~~At a meeting of directors (members having no voting rights with respect to amendments) held on~~ 2/18/98 ~~at the offices of the corporation at~~ Jefferson City, Missouri ~~the following amendments were adopted:~~

(c) At a meeting of directors (members having no voting rights with respect to amendments) held on 2/18/98, same receiving the votes of a majority of the directors then in office, the following amendment or amendments were adopted:

4. Article number One (1)

The name of the corporation is Consumer Integrated Association is amended to read as follows:

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President or Vice President, and its Secretary or Assistant Secretary, this 18th day of February, 19 98.

CORPORATE SEAL
(If no seal, state "None")
"None"

Saver's Service Association

By [Signature]
(Print Name of Officer)
In President or Vice President

By Karen Baeker
(Print Name of Officer)
In Secretary or Assistant Secretary

FILED AND CERTIFICATE
ISSUED

FEB 27 1998

State of Missouri
County of St. Louis } ss.

Deborah M. Vick
SECRETARY OF STATE

I, Deborah M. Vick, a Notary Public,
do hereby certify that on the 19th day of February, 19 98,
Karen Baeker personally appeared before me
(Understandings or other officers in audience)

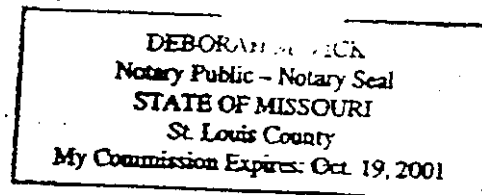
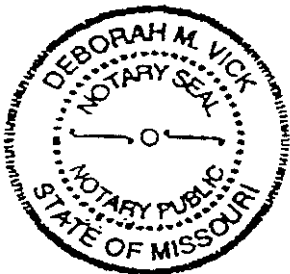
and being first duly sworn by me, acknowledged that _____ he signed as his free act
and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained
are true, to his knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal)

Deborah M. Vick
(Notary Public)

My commission expires Oct. 19, 2001



STATE OF MISSOURI



ROY D. BLUNT
SECRETARY OF STATE

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

GENERAL NOT FOR PROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF
SAVER'S SERVICE ASSOCIATION

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE
REQUIREMENTS OF THE GENERAL NOT FOR PROFIT CORPORATION LAW;

NOW, THEREFORE, I, ROY D. BLUNT, SECRETARY OF STATE OF THE STATE
OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, DO
HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE, DULY
ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS AND
PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE GENERAL NOT
FOR PROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
25TH DAY OF SEPTEMBER, 1991.

Roy D. Blunt
Secretary of State

\$10.00



ARTICLES OF INCORPORATION
OF
SAVER'S SERVICE ASSOCIATION

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MISSOURI 65102

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

SEP 25 1991

We, the undersigned,

Carl Brasser, 618 Hunters Lane, Brentwood, TN 37027

Dale D. Turvey, 16601 Kehrsgrrove Drive, Chesterfield, MO 63005

Karen Melendez, 13 Bordeaux Place, Lake St. Louis, MO 63367

being natural persons of the age of eighteen (18) years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the Corporation is: SAVER'S SERVICE ASSOCIATION.

ARTICLE TWO

The period of duration of the Corporation is perpetual.

ARTICLE THREE

The address of the Corporation's initial registered office in this State is 8909 Ladue Road, St. Louis, MO 63124, and the name of its initial registered agent at such address is RONALD N. COMPTON.

ARTICLE FOUR

The first Board of Directors shall be Three (3) in number, their names and addresses being as follows:

Carl Brasser, 618 Hunters Lane, Brentwood, TN 37027

Dale D. Turvey, 16601 Kehrsgrrove Drive, Chesterfield, MO 63005

Karen Melendez, 13 Bordeaux Place, Lake St. Louis, MO 63367

Thereafter, the number of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation, and any changes in said number of Directors shall be reported to the Secretary of State within thirty (30) calendar days of such change. The power to make, alter, amend or repeal the Bylaws of the Corporation shall be vested in the Board of Directors; provided, however, that no such action taken pursuant hereto shall be inconsistent with the applicable laws of the State of Missouri then in force.

ARTICLE FIVE

The purpose or purposes for which the corporation is organized are:

To provide members with information regarding any and all types of savings and investment accounts and/or products and services and to provide members with information on institutions who deal with such savings and investment accounts and/or products and services; to promote the common interests of citizens who save; to consider and deal by all lawful means with common problems of citizens who save and to help them take advantage of the mass purchasing power and other benefit enhancements of other organizations; to promote the awareness of citizens who save through seminars; to act as a clearinghouse of information that will aid citizens who save in making informed decisions regarding types of savings and investment accounts and/or products and services; employee benefits, educational opportunities, product discounts, etc.; as well as any activity permitted under the Missouri Not For Profit Corporation Law.

ARTICLE SIX

The right of the Members, or any class or classes of members, to vote shall be limited, enlarged or denied as fixed by, or in the manner provided in, the Bylaws of the Corporation.

INCORPORATORS:

Carl Brasser
CARL BRASSER

Dale D. Turvey
DALE D. TURVEY

Karen Melendez
KAREN MELENDEZ

STATE OF Tennessee

COUNTY OF Williamson

)
) SS.
)

I, Virgie M. Denton, a Notary Public, do hereby certify that on the 16th day of September, 1991, Carl Brasser personally appeared before me and being first duly sworn by me severally acknowledged that he signed as his free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true, to his best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Virgie M. Denton
Notary Public

NOTARIAL SEAL

My Commission Expires: 11-27-93

STATE OF MISSOURI

COUNTY OF ST. LOUIS

)
) SS.
)

I, Kensy Strueb, a Notary Public, do hereby certify that on the 5 day of Sept, 1991, Dale D. Turvey personally appeared before me and being first duly sworn by me severally acknowledged that he signed as his free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true, to his best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.


Notary Public

NOTARIAL SEAL

MISSOURI
NOTARY PUBLIC
1995

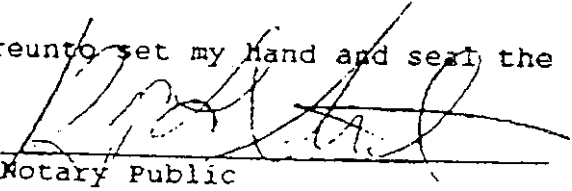
STATE OF MISSOURI

COUNTY OF ST. LOUIS

)
) SS.
)

I, Kensy Strueb, a Notary Public, do hereby certify that on the 5 day of Sept, 1991, Karen Melendez personally appeared before me and being first duly sworn by me severally acknowledged that he signed as her free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true, to her best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.


Notary Public

NOTARIAL SEAL

FILED AND CERTIFICATE OF
INCORPORATION ISSUED


SEP 25 1991

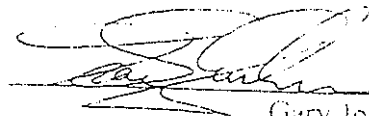


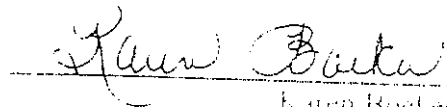
**WAIVER OF NOTICE
SPECIAL MEETING OF BOARD OF DIRECTORS OF
CONSUMERS INDEPENDENT ASSOCIATION**

We, the undersigned, being all of the Directors of the Consumers Independent Association, a nonprofit Corporation organized and existing pursuant to the laws of the State of Missouri, do hereby waive all notice of a special meeting of Directors of said Corporation, whether provided by statute or otherwise, and agree that such meeting shall be held at the office of the Corporation at 1819 Clarkson Road, Suite 301, Chesterfield, MO on the 10th day of July, 2000, at 10:00 o'clock a.m., and we consent to the transaction of any business which may come before the meeting, including but not limited to the amending of the By-Laws of the Corporation.

Dated, this 10th day of July, 2000.


Monica Roy, Director


Gary Johnston, Director


Karen Becker, Director

**MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
CONSUMERS INDEPENDENT ASSOCIATION**

Pursuant to Waiver of Notice, the Board of Directors of Consumers Independent Association, a Missouri Not-For-Profit corporation, was held at 1819 Clarkson Road, Suite 301, Chesterfield, Missouri, in the county of St. Louis, State of Missouri on the 10th day of July, 2000 at 10:00 o'clock in a.m.

Present at the meeting were Monica Roy, Gary Johnston, and Karen Boeker, being all of the Directors.

Monica Roy called the meeting to order, and Karen Boeker served as the Secretary of the meeting.

The Secretary presented the Waiver of Notice of the meeting signed by all of the Directors, which was ordered filed with the Minutes of the meeting.

The President announced that the By-Laws of the Corporation needed to be amended so as to more accurately describe the classes of members and the fact that the Directors are and must be members of the Association. On motion duly made, seconded and carried, with all present voting "aye", the following resolution was adopted:

RESOLVED, that Article III titled "Members", Section 1, titled "Classes of Members" is hereby amended to read as follows:

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:


1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

FURTHER RESOLVED, that Article V, titled "Board of Directors", Section 2, titled "Number, Tenure and Qualifications" is hereby amended to read as follows:

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

FURTHER RESOLVED, that all other terms and provisions of the By-Laws of the Consumers Independent Association be, and the same are not amended and shall continue in effect.

There being no further business to be transacted, the meeting was, upon motion duly made, seconded and carried, adjourned.



Karen Boeker, Secretary

AMENDED AND RESTATED
BY-LAWS OF

"CONSUMERS INDEPENDENT ASSOCIATION"
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BY-LAWS
OF
"CONSUMERS INDEPENDENT ASSOCIATION"

September 25, 1991

Amended July 10, 2000

ARTICLE I
PURPOSES

The purpose or purposes of "CONSUMERS INDEPENDENT ASSOCIATION" ("association") are:

To provide members with information regarding any and all types of savings and investment accounts and / or products and services and to provide members with information on institutions who deal with such savings and investment accounts and / or products and services; to promote the common interests of citizens who save; to consider and deal by all lawful means with common problems of citizens who save; to help them take advantage of the mass purchasing power and other benefits enhancements of other organizations; to promote the awareness of citizens who save through seminars; to act as a clearinghouse of information that will aid citizens who save in making informed decisions regarding types of savings and investment accounts and / or products and services; employee benefits, educational opportunities, product discounts, etc.; as well as any activity permitted under the Missouri Not-For-Profit Corporation Law.

ARTICLE II
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.

2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy, provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally or by mail, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of

meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary procedure for all meetings of members, directors and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of record shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and
3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to maintain the books of the Association. The directors shall be elected at an annual meeting of the members except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose

of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and term of office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall be qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of

Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office,

may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By Laws or with rules adopted by the Board of Directors.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purposes or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of the Association's constitution.

ARTICLE X
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a shared initiation fee on behalf of all group members.

ARTICLE XII
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XVI
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII
DISSOLUTION

The Association shall use its assets to carry out its objectives and purposes specified in these By Laws, and no part of said funds shall there, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

ACCEPTED THIS _____ DAY OF JULY, 2000.

BY: Monica Roy
Monica Roy, President

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY
FOREIGN NONPROFIT

WHEREAS,
SMALL BUSINESS ASSOCIATION OF AMERICA

USING IN MISSOURI THE NAME
SMALL BUSINESS ASSOCIATION OF AMERICA

HAS COMPLIED WITH THE MISSOURI NONPROFIT CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS; BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF DISTRICT OF COLUMBIA.

NOW, THEREFORE, I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN NONPROFIT CORPORATIONS UNDER THE MISSOURI NONPROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 14TH DAY OF SEPTEMBER, 1998.

Rebecca McDowell Cook
Secretary of State



\$25.00



State of Missouri
Rebecca McDowell Cook, Secretary of State
P. O. Box 778, Jefferson City, MO 65102
Corporation Division
SEP 14 1998

Application for Certificate of Authority
of a Foreign Nonprofit Corporation

(Submit in duplicate with filing fee of \$25.00)

- (1) The corporation's name is Small Business Association of America
and it is organized and existing under the laws of District of Columbia
- (2) The name it will use in Missouri is Small Business Association of America
- (3) The date of its incorporation was 6-1-65, and the period of its duration is perpetual
Month/Day/Year
- (4) The address of its principal place of business is 1819 Clarkson Road, Suite 301 Chesterfield,
Address City/State/Zip MO 63071
- (5) The name and address of its registered agent and office in the State of Missouri is
Karen Bocker - 1819 Clarkson Rd. Ste. 301, Chesterfield, MO 63071
Name Address City/State/Zip
- (6) The names of its officers and directors and their business or home addresses are as follows (attach additional sheets as necessary):

- | | Name | Address | City/State/Zip |
|----------------|-----------------------|----------------------|---------------------|
| President | Franklin Delma Prince | 4008 Stonewick Dr. | Arlington TX 74015 |
| Vice President | Joseph Frank Bourg | 305 NE Loop 820 #208 | Hurst, TX 76053 |
| Secretary | Stacy Lynn Wickersham | 830 Taylor St. | Ft. Worth, TX 76102 |
| Treasurer | Joseph Frank Bourg | Same | |
| Director | Franklin Delma Prince | Same | |
| Director | Joseph Frank Bourg | Same | |
| | Stacy Lynn Wickersham | Same | |
- (7) The specific purpose(s) of its business in Missouri: To promote the common interests of small businesses and their employees
- (8) Does the corporation have members? Yes ☒ No ☐
- (9) If incorporated in Missouri would the corporation be a public benefit ☐ or mutual benefit ☒ corporation?
- (10) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____

(Date may not be more than 90 days after the filing date in this office)

In affirmation of the facts stated above,

Joseph Frank Bourg
(Authorized signature of officer or chairman of the board)

Vice President
(Title)

9-4-98
(Date of Signature)

Note: You must have a current certificate of good standing or certificate of existence with this application. This may be obtained from the secretary of state or other authority that issues corporate charters.

NFP-113.15
(Rev. Jan. 1999)

JESSE WHITE
Secretary of State • State of Illinois

File # 4500 2653

SUBMIT IN DUPLICATE

Payment must be made by certified check, cashiers' check or a money order, Illinois attorney's check, Illinois C.P.A.'s check, payable to "Secretary of State."
Telephone (217)782-3647
http://www.sos.state.il.us

**APPLICATION FOR CERTIFICATE
OF AUTHORITY TO CONDUCT
AFFAIRS IN ILLINOIS
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT**

This Space For Use By
Secretary of State

Date 5-28-02

Filing Fee \$ 50

Approved BI

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned corporation hereby applies for a certificate of authority to conduct affairs in the State of Illinois and submits the following statement.

1. (a) CORPORATE NAME: Small Business Association of America

(b) ASSUMED CORPORATE NAME: DNA

(By electing this assumed name, the corporation hereby agrees NOT to use its corporate name in the conducting of affairs in Illinois. Form NFP 104.15 is attached.)

2. State or Country District of Columbia Date of Incorporation 6-1-1965; Period of Duration Perpetual

3. The address of its principal office, wherever located, is 1819 Clarkson #301
Chesterfield, MO 63017

and the address of its principal office in Illinois is 707 Vivian
Collinsville, IL 62234

4. The name and address of its registered agent and its registered office in Illinois are:

Registered Agent Tim Trunnell
First Name Middle Name Last Name
Registered Office 707 Vivian
Number Street Suite # (A P.O. box alone is not acceptable)
Collinsville IL 62234
City ZIP Code County
Madison

5. The states and countries in which it is admitted or qualified to conduct affairs are: DC and MO

6. The names and respective residential addresses of its officers and directors are:

	No. & Street	City	State	ZIP
President	<u>Franklin Delma Prince</u>	<u>RR 4 Box 31</u>	<u>Independence, KS</u>	<u>67301</u>
Secretary	<u>Tim Trunnell</u>	<u>707 Vivian</u>	<u>Collinsville, IL</u>	<u>62234</u>
Director	<u>Joseph Frank Baum</u>	<u>305 NE Loop 820 Suite 208</u>	<u>Hurst, TX</u>	<u>76053</u>
Director	<u>Franklin Delma Prince</u>	<u>same</u>		
Director	<u>Tim Trunnell</u>	<u>same</u>		

If more than 3, attach list

7. The purpose or purposes for which it is organized and which it proposes to pursue in the conduct of affairs in this State are: Educational
If not sufficient space to cover this point, add one or more sheets of this size.

8. This application is accompanied by a copy of the articles of incorporation, as amended, duly authenticated by the proper officer of the State or Country wherein it is incorporated, which certification is not more than ninety (90) days old. Enclosed

9. The undersigned corporation has caused this application to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACKINK**.)

Dated 4-18 2002
 (Month & Day) (Year)
 attested by Tim Trunnell
 (Signature of Secretary or Assistant Secretary)
Tim Trunnell
 (Type or Print Name and Title)

Small Business Association of America
 (Exact Name of Corporation)
 by [Signature]
 (Signature of President or Vice President)
[Type or Print Name and Title]

A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act of 1934," must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FORM NFP-113.15

File No. _____

APPLICATION FOR CERTIFICATE
 OF AUTHORITY TO CONDUCT
 AFFAIRS IN ILLINOIS
 under the
 GENERAL NOT FOR PROFIT
 CORPORATION ACT

Filing Fee \$50

FILED

MAY 28 2002

JESSE WHITE
 SECRETARY OF STATE

FILED

MAY 28 2002

JESSE WHITE
 SECRETARY OF STATE

RETURN TO:

Department of Business Services
 Secretary of State
 Springfield, Illinois 62756
 Telephone (217) 782-1834

4500 2655

OFFICE OF RECORDER OF DEEDS, D. C.

Corporation Division
Sixth and D Streets, N. W.
Washington, D. C. 20001

650870

CERTIFICATE

THIS IS TO CERTIFY that all provisions of the District of Columbia
Non-profit Corporation Act have been complied with and ACCORD-
INGLY this Certificate of Incorporation

is hereby issued to the SAUNA SOCIETY OF AMERICA

as of the date hereinafter mentioned.

Date June 1, 1965

PETER S. RIDLEY,

Recorder of Deeds, D. C.

Alfred Goldstein
Alfred Goldstein

Superintendent of Corporations

ARTICLES OF INCORPORATION
OF
SAUNA SOCIETY OF AMERICA

TO: The Recorder of Deeds, D. C.
Washington, D. C.

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation adopt the following Articles of Incorporation for such corporation pursuant to the District of Columbia Non-profit Corporation Act:

FIRST: The name of the corporation is Sauna Society of America

SECOND: The period of duration is perpetual

THIRD: The purpose or purposes for which the corporation is organized shall be:

To promote authentic Finnish sauna in the United States by promotion and setting up of standards and guidelines for the construction, operation and maintenance of public, private and institutional Finnish sauna installations, according to the established forms and customs; providing information service to the industry, the media and the general public; stimulating the interest in and promoting the use of and ownership of authentic Finnish sauna facilities among the general public; developing and disseminating educational and promotional literature and publications, including but not limited to brochures, pamphlets, magazines, books, plans, blueprints and other printed matter concerning the Finnish sauna and its construction, components, operation, maintenance and customs.

To advance, promote and improve the business conditions and interests of all individuals and business organizations who engage in business as authentic Finnish sauna builders, contractors, manufacturers, assemblers, importers or distributors, both wholesale and retail; operators of authentic public, institutional or private Finnish sauna establishments and installations, and manufacturers of, distributors, importers, wholesalers or retailers of authentic Finnish sauna equipment, components or accessories.

To engage in, carry on or undertake research projects for the benefit of and in the interest of the general public into the nature of and effects of the sauna, as it may affect or benefit the health and general wellbeing of the general public, or sponsor,

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JUN 1 1965

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the health and general wellbeing of the general public, or sponsor.

or cause such research to be engaged in, carried on or undertaken by competent individuals, groups or organizations, qualified to engage in, carry on or undertake such research.

To acquire, maintain and operate physical facilities or sponsor or cause physical facilities to be maintained and operated for the purpose of engaging in, carrying on or undertaking research into, and maintaining an exhibit of an authentic Finnish sauna and its components, equipment and accessories.

To engage in activities and to further and carry out the purposes and objectives set forth hereinabove in any state, territory, possession, colony or district of the United States, subject to the laws of such states, territories, possessions, colonies or districts of the United States.

To enter into, make and perform agreements and contracts of every kind and description, necessary to further and carry out the purposes and objectives set forth hereinabove, with any individual, firm, association or corporation, and in any state, territory, possession, colony or district of the United States, subject to the laws of such states, territories, possessions, colonies or districts of the United States.

To rent, purchase or otherwise acquire, hold, own or lease, transfer, sell convey or otherwise dispose of, trade or deal with goods, merchandise and real and personal property of every class and description, for the purpose of furthering and carrying out the purposes and objectives set forth hereinabove, in any state, territory, possession, colony or district of the United States, subject to the laws of such states, territories, possessions, colonies or districts of the United States.

To acquire, hold, use and assign, grant or otherwise dispose of letters patent of United States, trade marks, registration marks, copyrights and trade names relating to this corporation and its purposes and objectives.

To do and perform everything necessary, proper, advisable or convenient for the accomplishment of the purposes and objectives set forth hereinabove, and to perform every act, and do everything incidental thereto or connected therewith, which is not forbidden by the laws of the District of Columbia or by these Articles of Incorporation.

FOURTH: The corporation shall have members

FIFTH: The corporation shall adopt bylaws which shall set forth the division of classes of membership, the designation of each class of members, the qualifications and rights of members of each class, and the provisions for conferring, limiting or denying the right to vote.

SIXTH: The directors of the corporation shall be elected as shall be provided in the bylaws.

SEVENTH: The corporation shall adopt bylaws which shall set forth provisions for the regulation of its internal affairs, including provision for their revision and amendment.

The corporation shall not be operated for profit and no part of net earnings or the property or assets of the corporation shall be used other than for the purposes and objectives of the corporation, specified in Article Third of these Articles of Incorporation.

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and disbursements in furtherance of the purposes and objectives of the corporation set forth in Article Third of these Articles of Incorporation.

In the event of liquidation, dissolution or termination of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes and objectives of the corporation set forth in Article Third of these Articles of Incorporation, as shall be provided for in the bylaws.

It is the intention of the corporation to qualify and remain exempt from Federal Income Tax under the provisions of Section 501(c)(6) of the U. S. Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

EIGHT: The address, including street and number, of its initial registered office is 1001 Connecticut Avenue Northwest, Washington, District of Columbia, 20036, and the name of its initial registered agent at such address is V. S. Choslowsky.

Washington, District of Columbia, 20036, and the name of its initial

NINTH: The number of directors constituting the initial Board of Directors is three and the names and addresses, including the street and number of the persons who are to serve as the initial Board of Directors until the first annual meeting or until their successors be qualified are:

V. S. Choslowsky	1500 Massachusetts Avenue N.W., Washington, DC
E. M. Jaskiewicz	9029 Dunbar Avenue, Landover, Maryland
G. J. Pantos	2000 North Adams Street, Arlington, Virginia

TENTH: The name and address, including street and number, of each incorporator is:

V. S. Choslowsky	1500 Massachusetts Ave., N.W., Washington, D.C.
E. M. Jaskiewicz	9029 Dunbar Avenue, Landover, Maryland
G. J. Pantos	2000 North Adams Street, Arlington, Virginia

V. S. Choslowsky
E. M. Jaskiewicz
G. J. Pantos
 Incorporators

May 27, 1965
 Date

City of Washington
District of Columbia SS

I, James B. Bhatt, a Notary Public,
 hereby certify that on the 27 day of May, 1965,
 personally appeared before me V. S. Choslowsky, E. M. Jaskiewicz,
 and G. J. Pantos, who signed the foregoing document as incorpora-
 tors, and that the statements therein contained are true.

(Notarial Seal)

James B. Bhatt
 Notary Public

My Commission Expires January 14, 1966

4500 2660

DISTRICT OF COLUMBIA

**DEPARTMENT OF CONSUMER
AND REGULATORY AFFAIRS**

I hereby certify that this is a true
and complete copy of the document
filed in this office, the Corporations
Division of the Business Regulation
Administration, and that this docu-
ment was admitted to record in

File # 650870

Date of Certification 4/5 2000

Superintendent of Corporations

By Patricia A. [Signature]

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this **CERTIFICATE of AMENDMENT** is hereby issued to

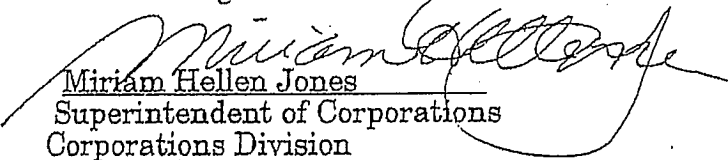
SAUNA SOCIETY OF AMERICA

Name Change To
SMALL BUSINESS ASSOCIATION OF AMERICA

as of **April 5th, 1991.**

Lacy C. Streeter
Acting Director

Henry C. Lee, III
Administrator
Business Regulation Administration


Miriam Hellen Jones
Superintendent of Corporations
Corporations Division

Sharon Pratt Dixon
Mayor

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
SAUNA SOCIETY OF AMERICA

TO: Department of Consumer and Regulatory Affairs
Washington, D.C. 20001

To provide information and benefits to small businesses:

Pursuant to the Provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is: Sauna Society of America.

SECOND: The following amendment of the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act.

Article First is amended to read as follows:

The name of the Corporation is Small Business Association of America.

Article Third is amended to read as follows:

To promote the common interests of small businesses and their employees; to consider and deal by all lawful means with common problems of small businesses and their employees, and help them take advantage of the mass purchasing power and other benefit enhancements of other organizations; and to do and perform everything necessary, proper, advisable or convenient for the accomplishment of the purposes and objectives set forth hereinabove, and to perform every act, and do everything incidental thereto or connected therewith, which is not forbidden by the laws of the District of Columbia or the Articles of Incorporation.

THIRD: The amendment was adopted in the following manner:

FILED

5 - APR 1991

BY: *WLA*

4500 2663

The amendment was adopted at a meeting of the Board of Directors held on March 14, 1991, and received the vote of a majority of the Directors in office, the Association having no members at this time.

DATE: March 15, 1991

SAUNA SOCIETY OF AMERICA

BY: 
DALE D. TURVEY, President

ATTEST:


KAREN MELENDEZ, Secretary

4500 2664

2002R37356

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

06-26-2002 01:18:48 P

DANIEL R. DONOHOO
RECORDER

DOC. FEE: 26.00
PAGES: 12

END OF DOCUMENT

*Return: N.A.C.
1819 Clarkson Rd.
Suite 301
Chesterfield, MO 63017*
26.00 pd cl # 6364 (1.00 each)
ENV

DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER
AND REGULATORY AFFAIRS

I hereby certify that this is a true
and complete copy of the document
filed in this office, the Corporations
Division of the Business Regulation
Administration, and that this docu-
ment was submitted to record in
File # 208796

Date of Certification 6-26-02

Supervisor of Corporations

By [Signature]

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



C E R T I F I C A T E

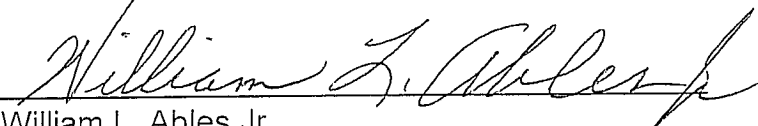
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this **CERTIFICATE OF AMENDMENT** is hereby issued to:

SMALL BUSINESS ASSOCIATION OF AMERICA

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **2nd** day of **April, 2002**.

David Clark
DIRECTOR

Elizabeth O. Kim
Administrator
Business Regulation Administration


William L. Ables Jr.
Act. Assistant Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
OF
SMALL BUSINESS ASSOCIATON OF AMERICA

To:
Department of Consumer & Regulatory Affairs
Business Regulation Administration
Corporations Division
941 North Capitol Street, N.E.
Washington, DC 20002

Pursuant to the provisions of the District of Columbia non-profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is: Small Business Association of America.

SECOND: The following amendment of the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia non-profit Corporation Act:

Article Third is amended to read as follows:

To promote the common interests of small businesses; to consider and deal by all lawful means with common problems of small businesses; and help them take advantage of the mass purchasing power and other benefit enhancements of other organizations; and to do and perform everything necessary, proper, advisable or convenient for the accomplishment of the purposes and objectives set forth hereinabove, and to perform every act, and do everything incidental thereto or connected therewith, which is not forbidden by the laws of the District of Columbia or the Articles of Incorporation.

FILE

APR 2 - 2002

THIRD: The amendment was adopted in the following manner:

The amendment was adopted at a meeting of members held on April 16, 2001, at which a quorum was present, and the amendment receive at least two-thirds of the votes which members present or represented by proxy at such meeting were entitled to cast.

Date: 3/28/02

Small Business Association of America

BY: Franklin Delma Prince
Franklin Delma Prince, President

ATTEST: Joseph Frank Bourg
Joseph Frank Bourg, Secretary

OFFICE OF RECORDER OF DEEDS, D. C.

Corporation Division
Sixth and D Streets, N. W.
Washington, D. C. 20001

CERTIFICATE

THIS IS TO CERTIFY that all provisions of the District of Columbia
Non-profit Corporation Act have been complied with and ACCORD-
INGLY this Certificate of Incorporation

is hereby issued to the SAUNA SOCIETY OF AMERICA

as of the date hereinafter mentioned.

Date **June 1, 1965**

PETER S. RIDLEY,

Recorder of Deeds, D. C.

Alfred Goldstein
- Alfred Goldstein

Superintendent of Corporations

12

ARTICLES OF INCORPORATION
OF
SAUNA SOCIETY OF AMERICA

TO: The Recorder of Deeds, D. C.
Washington, D. C.

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation adopt the following Articles of Incorporation for such corporation pursuant to the District of Columbia Non-profit Corporation Act:

FIRST: The name of the corporation is Sauna Society of America

SECOND: The period of duration is perpetual

THIRD: The purpose or purposes for which the corporation is organized shall be:

To promote authentic Finnish sauna in the United States by promotion and setting up of standards and guidelines for the construction, operation and maintenance of public, private and institutional Finnish sauna installations, according to the established forms and customs; providing information service to the industry, the media and the general public; stimulating the interest in and promoting the use of and ownership of authentic Finnish sauna facilities among the general public; developing and disseminating educational and promotional literature and publications, including but not limited to brochures, pamphlets, magazines, books,

or cause such research to be engaged in, carried on or undertaken by competent individuals, groups or organizations, qualified to engage in, carry on or undertake such research.

To acquire, maintain and operate physical facilities or sponsor or cause physical facilities to be maintained and operated for the purpose of engaging in, carrying on or undertaking research into, and maintaining an exhibit of an authentic Finnish sauna and its components, equipment and accessories.

To engage in activities and to further and carry out the purposes and objectives set forth hereinabove in any state, territory, possession, colony or district of the United States, subject to the laws of such states, territories, possessions, colonies or districts of the United States.

To enter into, make and perform agreements and contracts of every kind and description, necessary to further and carry out the purposes and objectives set forth hereinabove, with any individual, firm, association or corporation, and in any state, territory, possession, colony or district of the United States, subject to the laws of such states, territories, possessions, colonies or districts of the United States.

To rent, purchase or otherwise acquire, hold, own or lease, transfer, sell convey or otherwise dispose of, trade or deal with goods, merchandise and real and personal property of every class and description, for the purpose of furthering and carrying out the purposes and objectives set forth hereinabove, in any state,

FOURTH: The corporation shall have members

FIFTH: The corporation shall adopt bylaws which shall set forth the division of classes of membership, the designation of each class of members, the qualifications and rights of members of each class, and the provisions for conferring, limiting or denying the right to vote.

SIXTH: The directors of the corporation shall be elected as shall be provided in the bylaws.

SEVENTH: The corporation shall adopt bylaws which shall set forth provisions for the regulation of its internal affairs, including provision for their revision and amendment.

The corporation shall not be operated for profit and no part of net earnings or the property or assets of the corporation shall be used other than for the purposes and objectives of the corporation, specified in Article Third of these Articles of Incorporation.

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and disbursements in furtherance of the purposes and objectives of the corporation set forth in Article Third of these Articles of Incorporation.

In the event of liquidation, dissolution or termination

NINTH: The number of directors constituting the initial Board of Directors is three and the names and addresses, including the street and number of the persons who are to serve as the initial Board of Directors until the first annual meeting or until their successors be qualified are:

V. S. Choslowsky	1500 Massachusetts Avenue N.W., Washington, DC
E. M. Jaskiewicz	3029 Dunbar Avenue, Landover, Maryland
G. J. Pantos	2000 North Adams Street, Arlington, Virginia

TENTH: The name and address, including street and number, of each incorporator is:

V. S. Choslowsky	1500 Massachusetts Ave., N.W., Washington, D.C.
E. M. Jaskiewicz	3029 Dunbar Avenue, Landover, Maryland
G. J. Pantos	2000 North Adams Street, Arlington, Virginia

V. S. Choslowsky
E. M. Jaskiewicz
G. J. Pantos
Incorporators

May 27, 1965

Date

City of Washington
District of Columbia SS

BY-LAWS
OF
"SMALL BUSINESS ASSOCIATION OF AMERICA"

ARTICLE I
PURPOSES

The purpose of "SMALL BUSINESS ASSOCIATION OF AMERICA" ("association") is: To promote the common interests of small businesses; to consider & deal by all lawful means with common problems of small businesses; and help them take advantage of the mass purchasing power and other benefit enhancements of other organizations; and to do and perform everything necessary, proper, advisable or convenient for the accomplishment of the purposes and objectives set forth hereinabove, and to perform every act and do everything incidental thereto or connected therewith, which is not forbidden by the laws of the District of Columbia or the Articles of Incorporation.

ARTICLE II
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the District of Columbia as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.

2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2.Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3.Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4.Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5.Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6.Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETINGS OF MEMBERS

Section 1.Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come

before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the District of Columbia as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the District of Columbia as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and
3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V
BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the District of Columbia for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the

Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and

deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such

resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4.Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5.Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1.Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2.Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of

) indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

) Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII FISCAL YEAR

) The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of

) District of Columbia under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

SERFF Tracking Number: USHG-126979179 State: Arkansas

Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47818

Company Tracking Number: GASDPYD-2011-C-AR-FLIC

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.002 Dread Disease
Limited Benefit

Product Name: GASDPYD-2011-C-AR-FLIC

Project Name/Number: /

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/27/2011	Form	Association Group Specified Disease Expense Certificate	01/27/2011	GASDCYD-2011-C-AR- FLIC.pdf (Superseded)

FREEDOM LIFE INSURANCE COMPANY OF AMERICA

3100 Burnett Plaza • 801 Cherry Street, Unit 33 • Fort Worth, Texas 76102 • 1-800-387-9027

CERTIFICATE OF COVERAGE ASSOCIATION GROUP SPECIFIED DISEASE INSURANCE PLAN

This is **Your Certificate** of coverage under the **Group Specified Disease Insurance Policy** issued to the association that is the **Group Specified Disease Insurance Policyholder** and in which association each **Insured** is an enrolled member. The coverage of all **Insureds** is independent and non-coordinated **Specified Disease** insurance coverage, which is governed and determined by the terms, conditions, definitions, limitations and exclusions contained in this **Certificate**. Certain phrases and words contained in this **Certificate** have the first letter of each word capitalized and the entire word or phrase printed in bold face type. These are generally defined phrases and words, and as such have the express meaning set forth in Section II. DEFINITIONS. This **Certificate** is a legal contract between **You** and the **Company**. Please read it carefully!

Your Certificate is guaranteed renewable to age 65 or in the event an **Insured** otherwise becomes a **Medicare Enrollee**, subject to the **Company's** right to adjust **Renewal Premiums** in accordance with Section IV.B. RENEWAL PREMIUM, and otherwise discontinue or terminate the **Certificate** as provided in Section III.C. TERMINATION OF COVERAGE. The **Initial Premium** for coverage of all **Insureds** under this **Certificate** is due and payable on or before the **Issue Date**. **Renewal Premiums** are due and payable in accordance with the Section IV.B. RENEWAL PREMIUM. You may renew coverage under this **Certificate**, as applicable, by timely payment of the proper amount of **Renewal Premium** when due.

IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION: Please read the copy of **Your** application for coverage, which is attached to and part of this **Certificate**, to verify that no medical history or other information inquired about or contained in the application is incorrect, incomplete or missing. Contact **Us** immediately if any information contained in the application is incorrect, incomplete or missing. Any incorrect or incomplete statements or answers, as well as any missing information could cause a claim to be denied or the coverage under this **Certificate** to be reformed or voided.

This **Certificate** was issued in consideration of (i) the payment of the **Initial Premium**, (ii) upon **Our** reliance upon **Your** representation that the answers to all questions in the application are true, correct and complete, and (iii) upon **Our** reliance upon the representation from **You** and any other applicable **Insureds**, that the content of any supplemental information provided to **Us** in the underwriting process, including information provided during any telephone verification interview regarding **Your** application or by e-mails, facsimiles and correspondence is in each instance correct and complete.

YOUR [10/30] DAY RIGHT TO RETURN THIS CERTIFICATE

If **You** are not satisfied with this **Certificate**, **You** may return it to **Us** within [ten (10) thirty (30)] days after **You** receive it. **You** may return it to **Us** by mail or to the agent who sold it. This **Certificate** will be voided as of the **Issue Date**, and **We** will refund any premium **We** have received prior to **Our** receipt of the returned **Certificate**.



SECRETARY



PRESIDENT

THE COVERAGE UNDER THIS CERTIFICATE PROVIDES ONLY ASSOCIATION GROUP SPECIFIED DISEASE INSURANCE COVERAGE. IT DOES NOT PROVIDE EITHER WORKERS' COMPENSATION COVERAGE OR COMPREHENSIVE MAJOR MEDICAL INSURANCE COVERAGE.

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I. Certificate Schedule

A. GENERAL INFORMATION

Coverage is pursuant to a **Group Specified Disease Insurance Policy** form: [GRP-SD-P-FLIC]

Issued to **Group Specified Disease Insurance Policyholder**:

Certificate form: [GASDPYD-2011-C-FLIC]

Primary Insured:

Age at Issue:

Certificate Number:

Issue Date:

Other Insureds on **Issue Date:**

Beneficiary:

Initial Premium:

Amount	Mode Of Premium Payment	Method
\$	[Monthly, Quarterly, Semi-Annual, Annual]	[Credit Card, Check]

First Renewal Date:

First Renewal Premium	Mode Of Premium Payment	Method
\$	[Monthly, Quarterly, Semi-Annual, Annual]	[Bank Draft]

Premium Rate Guarantee Period: [12 24 36 48] months

B. COVERAGE SCHEDULES

- Lifetime Certificate Maximum Per Insured:** [\$2,000,000 - \$5,000,000]
- Lifetime Transplant Maximum Per Insured:** [\$500,000 - \$1,000,000]
- Calendar Year Maximum Benefit Per Insured:** [\$100,000 - \$1,000,000 or Lifetime Certificate Maximum Per Insured]

4. DEDUCTIBLE SCHEDULES:

The following deductibles are to be paid by the **Insured** in addition to the **Insured Coinsurance Percentage** before any **Specified Disease Benefits** are payable by **Us** for **Covered Expenses**:

- A. **Calendar Year Deductible per Insured:** [\$2,500 - \$50,000]
- B. **Failure to Pre-Certify Treatment Deductible:** [\$1,000 - \$3,000]
- C. **Separate Deductible For Non-Participating Providers:** [\$2,500 - \$50,000]

5. COINSURANCE PAYMENT SCHEDULES – PARTICIPATING PROVIDERS:

For **Participating Providers**, after satisfaction of all applicable deductibles, the following **Company Insurance Percentage**, **Insured Coinsurance Percentage**, and **Insured Maximum Participating Provider Coinsurance Payment**, apply to all **Covered Expenses** in a **Calendar Year**:

- A. **Company Insurance Percentage:** [50% - \$100%]
- B. **Insured Coinsurance Percentage:** [50% - 0%]
- C. **Insured Maximum Participating Provider Coinsurance Payment:** [\$0 - \$10,000]

6. COINSURANCE PAYMENT SCHEDULES – NON-PARTICIPATING PROVIDERS:

For **Non-Participating Providers**, after satisfaction of all applicable deductibles, the following **Company Insurance Percentage**, **Insured Coinsurance Percentage**, **Insured Maximum Non-Participating Provider Coinsurance Payment**, and **Separate Deductible For Non-Participating Providers** apply to all **Covered Expenses** in a **Calendar Year**:

- A. **Company Insurance Percentage:** [50% - 80%]
- B. **Insured Coinsurance Percentage:** [50% - 20%]
- C. **Insured Maximum Non-Participating Provider Coinsurance Payment:** [\$6,000 - \$20,000]

7. ACCESS FEES

- A. **Emergency Room Access Fee** in the amount of \$100 - \$500 per **Insured** per **Emergency Room** visit to either a (waived for any **Emergency Room** visit if the **Insured** is **Confined** in a **Hospital** on the order of a **Participating Provider** or a **Non-Participating** within twenty-four (24) hours following such **Emergency Room** visit).
- B. **Laboratory and Diagnostic Testing Access Fee** in the amount of \$100 - \$500 per test for each of the following **Inpatient** and/or **Outpatient** diagnostic tests:

MRI,
CAT Scan,
Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests)

II. DEFINITIONS

The following terms or words that have the first letter of each word (including the plural form of such word) capitalized and the entire word or phrase printed in bold face type as used within any phrase, sentence, paragraph, provision or schedule in this **Certificate** shall have the express meaning set forth below:

“Access Fee(s)” means the **Emergency Room Access Fee**, and the **Laboratory and Diagnostic Testing Access Fee**. The remaining amount of **Covered Expenses** after the application and satisfaction of the designated **Access Fee** for applicable **Specified Disease Benefits** is subject to the **Calendar Year Deductible** and the **Insured Coinsurance Percentage**. The amount of each applicable **Access Fee** is shown on the **Certificate Schedule**.

["Adrenal Hypofunction (Addison's Disease)"] means a sickness characterized by the diminishing function of the kidneys, marked by bronze like pigmentation of the skin, severe prostration, progressive anemia, low blood pressure, diarrhea, and digestive disturbance, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Amyotrophic Lateral Sclerosis (Lou Gehrig 's Disease)"] means a degenerative motor neuron sickness characterized by atrophy of the muscles of the hands, forearms, and legs spreading to involve other parts of the body, which results from the degeneration of the upper motor neurons in the medulla oblongata and the lower motor neurons in the spinal cord, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **“Amyotrophic Lateral Sclerosis (Lou Gehrig's disease)”** includes AranDuchenne muscular atrophy.]

“Alcoholism” means the chronic and habitual use of alcoholic beverages by any person to the extent that such person has lost the power of self-control with respect to the use of such beverages.

“Ambulatory Surgical Center” means a state licensed public or private establishment with an organized medical staff of **Providers** with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures and continuous **Provider** services and registered professional nursing services whenever an **Insured** is in the center that does not provide services or other accommodations for the overnight stay of patients.

Ambulatory Surgical Center does not include a facility that primarily terminates pregnancies, a **Provider's** office maintained for the practice of medicine, or an office maintained for the practice of dentistry.

["Arteriosclerosis"] means sickness characterized by thickening and hardening of the arterial wall and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **“Arteriosclerosis”** includes atherosclerosis, focal calcification arteriosclerosis (Mönckeberg's Disease), arteriolosclerosis, and other similar sicknesses of the cardiovascular system.]

["Bacterial Infection"] means a sickness characterized by multiplication of abnormal bacteria within the body, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Beneficiary” means the individual or organization listed on the **Certificate Schedule** as the **Beneficiary**.

“Bone Marrow Transplants” means the **Medically Necessary** transplantation, combined transplantation, and sequential transplantation procedures, sometimes referred to as “Bone Marrow Reconstitution or Support” in which **Medically Necessary** human blood precursor cells are administered following myelosuppressive or ablative therapy are received by an **Insured** while coverage for such **Insured** under this **Certificate** is in full force and effect. Such cells may be derived from such **Insured** in an autologous harvest, or from a matched donor for an allogeneic transplant.

["**Brain and Nervous System Disease**"] means a sickness of any portion of the brain, central nervous system and peripheral nervous system, and all complications thereof that is not excluded from coverage in this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Brand Name Drug**"] means a **Prescription Drug** for which a pharmaceutical company possesses either (i) an active and valid registered patent or (ii) an active and valid registered trade name after expiration of such patent.]

"**Breast Reconstruction**" means reconstruction of a breast incident to a **Mastectomy** to restore or achieve breast symmetry. **Breast Reconstruction** includes surgical reconstruction of a breast on which **Mastectomy** surgery has been performed in order to establish symmetry, as well as prostheses and services and other supplies that are **Medically Necessary** for any physical complication, including lymphedemas, at all stages of the reconstruction incident to a **Mastectomy**.

"**Calendar Year**" means the period beginning on the **Issue Date** and ending on December 31 of that year. In subsequent years, it is the period from January 1 through December 31 of the same year.

"**Calendar Year Deductible**" means the amount of **Covered Expenses** each **Insured** must incur within a **Calendar Year** before any **Specified Disease Benefits** are payable by **Us** for such **Insured**. No **Specified Disease Benefits** are payable by **Us** for any **Covered Expenses** incurred by an **Insured**, until after the **Failure to Pre-Certify Treatment Deductible**, if applicable, the **Separate Deductible for Non-Participating Providers**, if applicable, and the **Calendar Year Deductible** are each satisfied and fully payable by either **You** or such **Insured**.

Neither of the following expenses may be used to satisfy the **Calendar Year Deductible**: (i) the amount of the **Separate Deductible For Non-Participating Providers**, and (ii) the amount of the **Failure to Pre-Certify Treatment Deductible**.

When [one, two three] [(1) (2) (3)] **Insured[s]** satisfy this **Calendar Year Deductible**, no additional **Calendar Year Deductible** per **Insured** will be required for the remainder of the **Calendar Year**.

The amount of the **Calendar Year Deductible** is shown on the **Certificate Schedule**.

"**Calendar Year Maximum Benefit Per Insured**" means the maximum dollar amount of **Covered Expenses** per **Calendar Year** per **Insured** that **We** are required to pay, after satisfaction of all applicable deductibles, **Access Fees**, and the amount of any **Insured Coinsurance Percentage**. The amount of the **Calendar Year Maximum Benefit Per Insured** is shown on the **Certificate Schedule**.

["**Cancer**"] means a sickness characterized by the presence of any malignant tumor, or by the uncontrolled, abnormal growth and spread of malignant cells with invasion of normal tissue and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. "**Cancer**" includes all forms of diagnosed carcinoma or malignancy that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** such as (i) malignant melanoma, (ii) Leukemia, (iii) Lymphoma, (iv) Hodgkin's Disease, (v) skin cancer other than malignant melanoma, (vi) cancer in situ, (vii) tumors that are histologically described as a premalignant tumors or polyps, (viii) tumors histologically described as non-invasive (including but not limited to breast carcinoma-in-situ, intraepithelial neoplasia, and cervical dysplasia, (ix) transitional carcinoma of the urinary bladder, and (x) papillary or mixed papillary-follicular thyroid carcinoma.]

["**Cardiovascular Disease**"] means a sickness of any portion of the cardiovascular and circulatory system, (including the blood), and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"**Certificate**" means this contract of coverage between all **Insureds** and the **Company** that was issued under the **Group Specified Disease Insurance Policy**. This contract of coverage consists solely of (i) this written CERTIFICATE OF COVERAGE, (ii) the application for coverage of each **Insured**, which application is attached hereto and by this reference incorporated for all purposes, and (iii) any riders, endorsements or amendments attached hereto.

“Certificate Of Conversion Coverage” means the documents prepared by **Us** in accordance with the provisions of Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION, which on their effective date will replace this **Certificate** as the contract of coverage between the applicable **Insured** and the **Company**, consisting of (i) an endorsement removing each applicable **Insured** from this **Certificate**, and (ii) a new certificate of coverage for each applicable **Insured** with the same applicable provisions as this **Certificate**, including any riders or amendments attached hereto, but bearing a new certificate number.

“Certificate Schedule” means the schedule of **Certificate** information that commences on page 3 of this **Certificate**.

“Class” means the classification by **Us** of (i) individuals to whom **We** have issued new coverage for the purposes of the calculation of their **Initial Premium** rates, and (ii) individuals to whom **We** have previously issued coverage for purposes of the calculation of their **Renewal Premium** rates.

“Company” means Freedom Life Insurance Company of America.

“Company Insurance Percentage” means the portion of the **Covered Expenses We** must pay to or on behalf of an **Insured** for **Specified Disease Benefit** under this **Certificate**, after satisfaction by the **Insured** of (i) all applicable **Access Fees**, (ii) all applicable deductibles and (iii) the amount of the applicable **Insured Coinsurance Percentage**. The **Company Insurance Percentage** is shown on the **Certificate Schedule** for **Covered Expenses** for **Specified Disease Benefits** at (i) **Participating Providers**; and (ii) **Non-Participating Providers**.

“Complications of Pregnancy” means: a sickness related to the pregnancy of an **Insured** (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy, but which sickness is adversely affected by pregnancy, including but not limited to, acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. Non-elective **Emergency** cesarean sections, termination of ectopic pregnancy, and spontaneous termination of pregnancy occurring during a period of gestation in which a viable birth is not possible shall be considered treatment of a **“Complication of Pregnancy.”** Provided, however, **“Complications of Pregnancy”** does not mean or include (i) false labor, (ii) occasional spotting, (iii) **Provider** prescribed rest during the period of pregnancy, (iv) morning sickness, (v) hyperemesis gravidarum, (vi) pre-eclampsia, and (vii) any similar conditions associated with the management of a difficult pregnancy, unless such condition constitutes a nosologically distinct complication.].

“Confinement or Confined” means **Inpatient** services received as a resident bed patient for not less than eight (8) hours in a **Hospital**. A period of **Confinement** begins on the date of admission to the **Hospital** as an **Inpatient** and ends on the date of discharge. **“Covered Expenses”** means for the covered items and services listed in the SPECIFIED DISEASE BENEFITS Section of this **Certificate** the amount of expenses actually incurred by an **Insured**, after the **Issue Date** of this **Certificate** and before **Termination of Coverage**, as a result of being **Provided** applicable medical, surgical, or diagnostic services, supplies, care, and other applicable treatment for a **Specified Disease**, which in each event is **Medically Necessary**, up to but not exceeding the amount of each of the following:

1. the **Maximum Allowable Charge** for each applicable medical, surgical or diagnostic service, supply, care or other applicable treatment;
2. the **Lifetime Certificate Maximum Per Insured**;
3. the **Lifetime Transplant Maximum Per Insured**;
4. the amount of any other applicable coverage limit or excluded amount set forth in any limitation, exclusion or waiting period that is contained in any Section in this **Certificate** and/or in any exclusionary or limiting rider, amendment or endorsement attached hereto; and
5. the **Calendar Year Maximum Benefit Per Insured**.

“CPT Code” means the applicable numeric code assigned to a particular medical procedure **Provided** consistent with the most current version of the *Physicians’ Current Procedural Terminology*, published by the American Medical Association on the date charges for such procedure are incurred by an **Insured**.

“Custodial Care” means care given mainly to meet personal needs. It may be provided by persons without professional skills or training. **“Custodial Care”** includes, but is not limited to, help in walking, getting in and out of bed, bathing, dressing, eating and taking medicine.

["**Cystic Fibrosis**"] means a multisystem sickness characterized by chronic airway infection leading to bronchiectasis and bronchiolectasis, exocrine pancreatic insufficiency, abnormal sweat gland function, urogenital dysfunction, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Diabetes**"] means a metabolic sickness characterized by carbohydrate utilization reduction with lipid and protein enhancement caused by an absolute or relative deficiency of insulin, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Diabetes Equipment**"] means blood glucose monitors, insulin pumps and associated appurtenances, insulin infusion devices, and podiatric appliances for the prevention of complications associated with diabetes.]

["**Diabetes Self-Management Training**"] means training provided by a health care practitioner or **Provider** who is licensed, registered or certified in this state to provide appropriate health care services for the treatment of diabetes.]

[**Diabetes Self-Management Training** includes:

1. training provided after the initial diagnosis of diabetes, including nutritional counseling and proper use of **Diabetes Equipment** and **Diabetes Supplies**;
2. training authorized on the diagnosis of a **Provider** or other health care practitioner due to a significant change in the **Insured's** symptoms or condition which necessitates changes in the self-management regime; and
3. periodic or episodic continuing education training when prescribed by an appropriate health care practitioner as warranted by the development of new techniques and treatments for diabetes.]

["**Diabetes Supplies**"] means (a) test strips for blood glucose monitors; (b) visual reading and urine test strips; (c) lancets and lancet devices; (d) insulin and insulin analogs; (e) injection aids; (f) syringes; (g) prescriptive oral agents for controlling blood sugar levels; and (h) glucagon emergency kits.]

"**Disability Period**" means the period of time that the **Primary Insured** is continuously **Totally Disabled** while coverage under the **Certificate** for such **Primary Insured** is in full force and effect.

"**Emergency**" means the sudden onset of a **Specified Disease** manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

1. placing the patient's health in severe jeopardy;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

"**Emergency Care Facility**" means a state licensed public or private establishment with an organized medical staff of **Providers** with permanent facilities that are equipped and operated primarily for the purpose of rendering **Outpatient Emergency** medical services for sickness and injuries, and which facility does not render **Inpatient** services. **Emergency Care Facility** does not include the **Emergency Room** of a **Hospital**, an **Ambulatory Surgical Center**, a facility that primarily terminates pregnancies, a **Providers** office maintained for the practice of medicine, or an office maintained for the practice of dentistry.

"**Emergency Room**" means the designated **Outpatient** area of a **Hospital** that is open twenty four (24) hours a day and intended by the **Hospital** as its location to receive acutely ill or injured patients, and which provides **Medically Necessary** diagnosis and treatment on an **Emergency** basis prior to either the resolution of patient's **Emergency** and discharge from such **Emergency Room** of the **Hospital** or the transfer of such patient to another designated area of the **Hospital** where the patient is then **Confined** as an **Inpatient**.

"**Emergency Room Access Fee**" means the amount of **Covered Expenses** under Section V.A. EMERGENCY ROOM SERVICES, an **Insured** must incur before any **Specified Disease Benefits** are payable under this **Certificate** if such **Insured** receives and is charged for services rendered in the **Emergency Room** of a

Hospital. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** for an **Emergency Room** visit, until after the amount of any applicable **Emergency Room Access Fee**, the amount of the **Calendar Year Deductible**, **Insured Coinsurance Percentage**, as well as the amount of all other applicable **Access Fees** are satisfied and fully payable either by **You** or such **Insured**. In addition to the **Emergency Room Access Fee**, the **Separate Deductible for Non-Participating Providers** may apply to services rendered by **Non-Participating Providers**. However, the **Emergency Room Access Fee** shall be waived by **Us** if such **Insured** is **Confined** in any **Hospital** within twenty-four (24) hours of such emergency room visit.

None of the following expenses may be used to satisfy the **Emergency Room Access Fee**: (i) the amount of the **Laboratory and Diagnostic Testing Access Fee**, (ii) the amount of the **Separate Deductible for Non-Participating Providers**, (iii) the amount of **Covered Expenses** for which benefit payments are received by **You** under any optional rider issued with this **Certificate**, (iv) the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, (v) the amount of the **Calendar Year Deductible**, and (vi) the **Insured Coinsurance Percentage**.

The amount of the **Emergency Room Access Fee** is shown on the **Certificate Schedule**.

[“**Endocrine System Disease**” means a sickness of any portion of the endocrine system, including all hormones produced by the body (peptides, peptide derivatives, steroids, and amines), and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“**Failure to Pre-Certify Treatment Deductible**” means the additional amount of **Covered Expenses** an **Insured** must incur before any **Specified Disease Benefits** are payable under this **Certificate** if such **Insured** fails to properly obtain **Pre-Certification of Treatment** as required under Section V.C. PRE-CERTIFICATION OF TREATMENT. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** until after the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, and the amount of the **Calendar Year Deductible** are satisfied and fully payable either by **You** or such **Insured**. In addition to the **Failure to Pre-Certify Treatment Deductible**, the **Separate Deductible For Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

The amount of the **Failure to Pre-Certify Treatment Deductible** is shown on the **Certificate Schedule**.

None of the following expenses may be used to satisfy the **Failure to Pre-Certify Treatment Deductible**: (i) the amount of the **Separate Deductible For Non-Participating Providers**, and (ii) the amount of the **Calendar Year Deductible**, and (iv) the amount of any applicable **Access Fee**.

“**First Certificate Year**” means for the period beginning on the **Issue Date** and ending on the last day immediately preceding the first anniversary of the **Issue Date**.

“**First Renewal Date**” means the first premium due date following payment of the **Initial Premium** which is shown on the **Certificate Schedule**.

“**First Renewal Premium**” means the amount of **Renewal Premium** due on the **First Renewal Date**. The amount of **First Renewal Premium**, if known on the **Issue Date**, is shown on the **Certificate Schedule**.

“**Full-Time Student**” means an individual, under the age of 24, who is enrolled in at least twelve (12) credit hours per semester at an accredited college or university.

[“**Gastrointestinal Disease**” means a sickness of any portion of the gastrointestinal system, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[“**Generic Drug**” means a **Prescription Drug** that contains the same active ingredients as an equivalent former **Brand Name Drug** that is no longer protected by a patent, and the trade name, if any, associated with such former **Brand Name Drug** is not listed on the label of such **Prescription Drug**.]

“**Group Specified Disease Insurance Policy**” means the association group insurance contract issued to the **Group Specified Disease Insurance Policyholder** under which this **Certificate** is issued to the **Primary Insured**.

“Group Specified Disease Insurance Policyholder” means the association shown on the **Certificate Schedule** to whom the **Group Specified Disease Insurance Policy** was issued.

["Heart Attack (Myocardial Infarction)"] means a myocardial infarction that causes the death of a portion of the myocardium or heart muscle as a result of either severe narrowing or total blockage of one or more coronary arteries due to atherosclerosis, spasm, thrombus or emboli that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Home Health Care Plan” means a **Medically Necessary** program of care, established by an **Insured's Provider**, taking place in a residential setting.

“Hospice” means an agency licensed by the appropriate licensing agency to provide **Hospice Care**, under an administered program for a terminally ill **Insured** and his or her family, with the following services available twenty-four (24) hours a day, seven (7) days a week: (a) **Inpatient** services, (b) home services, and (c) follow-up bereavement services.

“Hospice Care” means a **Medically Necessary**, coordinated, interdisciplinary **Hospice**-provided program for meeting the physical, psychological, spiritual, and social needs of dying individuals and his or her family. **Hospice Care** provides **Medically Necessary** nursing, medical, and other health services to relieve pain and provide support through home and **Inpatient** care during the **Specified Disease** and bereavement of an **Insured** and his or her family.

“Hospital” means a place which:

1. is legally operated for the care and treatment of sick and injured persons at their expense;
2. is primarily engaged in providing medical, diagnostic and surgical facilities (either on its premises or in facilities available to it on a formal pre-arranged basis);
3. has continuous twenty-four (24) hour nursing services by or under the supervision of a registered nurse (R.N.); and
4. has a staff of one or more **Providers** available at all times.

It also means a place that may not meet the above requirements, but is accredited as a hospital by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association or the Commission on the Accreditation of Rehabilitation Facilities.

Hospital does not mean:

1. a convalescent home, nursing home, rest home or **Skilled Nursing Home**;
2. a place primarily operated for treatment of **Mental and Emotional Disorders**, drug addicts, alcoholics, or the aged;
3. a special unit or wing of a **Hospital** used by or for any of the above;
4. a long-term mental care facility; or
5. a facility primarily providing **Custodial Care**.

["Hypertension” means the sickness of high blood pressure and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Influenza” means an acute sickness characterized by a viral infectious process usually involving the respiratory system and/or the gastrointestinal system that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Inherited Metabolic Disorder” means a sickness caused by an inherited abnormality of body chemistry and includes a disease tested under a newborn screening program that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Initial Premium” means the amount charged for coverage under this **Certificate** for **You** and all **Other Insureds** for the period of time from the **Issue Date** through the day before the **First Renewal Date**. The amount of the **Initial Premium** is shown on the **Certificate Schedule**, and is payable in advance of the **Issue Date**.

“Inpatient” means an **Insured** who receives **Medically Necessary** services from a **Provider** in a **Hospital** when such **Insured** is **Confined** and receives room and board from such **Hospital** for not less than eight (8) hours. Treatment or services rendered or **Provided** in a **Hospital** emergency room is not an **Inpatient Confinement** for the purposes of this **Certificate**. A period of **Inpatient Confinement** begins on the date of admission to the **Hospital** as an **Inpatient** and ends on the date of discharge.

“Insured” means the following:

1. the **Primary Insured** whose coverage under this **Certificate** is still in force and effect,
2. any other individuals named as **Other Insureds** on the **Certificate Schedule** whose coverage under this **Certificate** is still in force and effect, and
3. any individual who is added to this **Certificate** after the **Issue Date** by proper endorsement after proper application and payment of any additional premium whose coverage under this **Certificate** is still in force and effect.

“Insured Coinsurance Percentage” means the portion of the **Covered Expenses** that **You** must pay after satisfaction of all applicable deductibles and **Access Fees**. The different **Insured Coinsurance Percentages** are shown on the **Certificate Schedule** at (i) **Participating Providers**, and (ii) **Non-Participating Providers**.

“Insured Maximum Participating Provider Coinsurance Payment” means the maximum amount, after the satisfaction of all applicable **Certificate** deductibles, and **Access Fees**, that an **Insured** is required to pay in a **Calendar Year** under the **Insured Coinsurance Percentage** for services rendered at **Participating Providers**. **Covered Expenses** incurred for services rendered at **Participating Providers** that are covered under the SPECIFIED DISEASE BENEFITS section and applied by the **Company** toward satisfaction of the **Calendar Year Deductible**, the **Separate Deductible For Non-Participating Providers**, the **Failure to Pre-Certify Treatment Deductible** and/or any other deductible contained in this **Certificate** or any rider attached to this **Certificate**, shall not be credited or applied toward satisfaction of the **Insured Maximum Participating Provider Coinsurance Payment**. The amount of the **Insured Maximum Participating Provider Coinsurance Payment** is shown on the **Certificate Schedule**.

“Insured Maximum Non-Participating Provider Coinsurance Payment” means the maximum amount, after the satisfaction of all applicable **Certificate** deductibles and **Access Fees** that an **Insured** is required to pay in a **Calendar Year** under the **Insured Coinsurance Percentage** for services rendered at **Non-Participating Providers**. **Covered Expenses** incurred for services rendered at **Non-Participating Providers** that are covered under the SPECIFIED DISEASE BENEFITS Section and applied by the **Company** toward satisfaction of the **Calendar Year Deductible**, the **Failure to Pre-Certify Treatment Deductible**, and/or any other deductible contained in this **Certificate** or any rider attached to this **Certificate** shall not be credited or applied toward satisfaction of the **Insured Maximum Non-Participating Provider Coinsurance Payment**. The amount of the **Insured Maximum Non-Participating Provider Coinsurance Payment** is shown on the **Certificate Schedule**.

“Intensive Care Unit” means only the specifically designed facility of a **Hospital** which provides the highest level of medical care and restricts admission to only patients who are physically critically ill or injured, and which is separate and distinct from the rooms, beds and wards of such **Hospital** customarily used for patients who are not critically ill. To be considered an **Intensive Care Unit** under this **Certificate**, such facility must be permanently equipped with special life-saving equipment for the care of the physically critically ill or injured, and patients in such unit must be under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to such facility of the **Hospital**. A coronary care facility and a specialized burn unit of a **Hospital** shall be considered an **Intensive Care Unit** if it meets these requirements and is restricted to persons receiving critical coronary or specialized burn care. However, the following are not considered an **Intensive Care Unit** under this **Certificate**:

1. a **Hospital** emergency room, regardless of the services or supplies rendered in such emergency room,
2. a surgical recovery room,
3. a sub-acute intensive care unit,

4. a progressive care unit,
5. an intermediate care unit,
6. a private monitored room,
7. any other observation unit or other facilities in a **Hospital** that are step downs from the unit in such **Hospital** that provides the highest level of medical care to critically ill patients.

“Issue Date” means the date on which coverage under this **Certificate** commences for **You** and **Other Insureds**. This date is shown on the **Certificate Schedule**.

["Kidney and Urinary Tract Disease” means a sickness of any portion of the kidneys, bladder and urinary tract and all complications thereof, including renal failure, nephritis, nephrotic syndrome, renal tubular defects, nephrolithiasis (kidney stones), and urinary tract obstructions that are not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. **“Kidney and Urinary Tract Disease”** includes, but is not limited to, renal failure, nephritis, nephrotic syndrome, renal tubular defects, nephrolithiasis (kidney stones), and urinary tract obstructions.]

“Laboratory and Diagnostic Testing Access Fee” means the amount of **Covered Expenses** an **Insured** must incur per test, (as set forth in the **Certificate Schedule**), before any **Specified Disease Benefit** are payable by **Us** under this **Certificate** for MRI, CAT Scan, Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests). No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** for MRI, CAT Scan, Myelogram and Nuclear Imaging Service (including Myocardial Perfusion Imaging - Thallium 201 Scintigraphy/Thallium Stress Tests) performed on or for such **Insured** until after the amount of the **Laboratory and Diagnostic Testing Access Fee**, the amount of the **Calendar Year Deductible**, the **Insured Coinsurance Percentage**, as well as the amount of all other applicable **Access Fees** are satisfied and fully payable by either **You** or such **Insured**. In addition to the **Laboratory and Diagnostic Testing Access Fee**, the **Separate Deductible for Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

None of the following expenses may be used to satisfy the **Laboratory and Diagnostic Testing Access Fee**, (i) **Emergency Room Access Fee**, (ii) the amount of the **Separate Deductible for Non-Participating Providers**, (iii) the amount of **Covered Expenses** for which **Specified Disease Benefit** payments are received by **You** under any optional rider issued with this **Certificate**, (iv) the amount of any applicable **Failure to Pre-Certify Treatment Deductible**, (v) the amount of the **Calendar Year Deductible**, and (vi) the **Insured Coinsurance Percentage**.

The amount of the **Laboratory and Diagnostic Testing Access Fee** is shown on the **Certificate Schedule**.

“Lifetime Certificate Maximum Per Insured” means the total dollar amount of **Covered Expenses** payable on behalf of an **Insured** under this **Certificate** for **Specified Disease Benefit**. The minimum amount of the **Lifetime Certificate Maximum Per Insured** is shown on the **Certificate Schedule**. The amount of the **Lifetime Certificate Maximum Per Insured** may increase on an annual basis in accordance with the terms, limitations and exclusions of Section VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM.

“Lifetime Transplant Maximum Per Insured” means the total dollar amount of **Covered Expenses** payable by **Us** under the terms of this **Certificate** for services **Provided** to an **Insured** in connection with or attributable to all **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received by the **Insured** in the treatment of a **Specified Disease**. This lifetime per organ maximum **Specified Disease Benefit** includes all related **Covered Expenses** incurred from 14 days before each applicable transplant surgery or procedure to 365 days after each such transplant surgery or procedure. The amount of the **Lifetime Transplant Maximum Per Insured** is shown on the **Certificate Schedule** and shall not exceed the **Lifetime Certificate Maximum Per Insured**.

["Liver and Biliary Tract Disease” means a sickness of any portion of the liver and biliary tract and all complications thereof, including hepatitis, infiltrations, space occupying lesions, jaundice, extrahepatic biliary obstructions by stone, stricture or tumor, cholangitis, hepatic vein thrombosis (Budd-Chiari Syndrome), portal vein thrombosis, arteriovenous malformations, and venocclusive disease that are not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect. However, **“Liver and Biliary Tract Disease”** does not include cirrhosis of the liver.]

“Manifests” or **“Manifested”** means either the presentation of symptoms or the presence of a medical condition, whether physical or mental, and regardless of the cause:

1. for which medical advice, diagnosis, care or treatment was recommended or received; and/ or
2. which would have caused a reasonably prudent person to seek medical advice, diagnosis, care or treatment, and which condition would have been medically diagnosable after the receipt of the results of medical diagnostic and laboratory tests that would have been reasonably indicated and ordered by a reasonably prudent **Provider** under the same or similar circumstances.

“Mastectomy” means the surgical removal of all or part of the breast as a result of breast cancer. **Mastectomy** does not include biopsies or other exploratory or diagnostic procedures used to detect the presence of **Cancer**.

“Maximum Allowable Charge” means the following:

1. For **Providers**, **Maximum Allowable Charge** is the actual expense incurred by an **Insured** for the applicable service, supplies, care, or treatment **Provided**, after any reduction, adjustment, and/or discount pursuant to any **Participating Provider** agreements or other network agreements, negotiated rates, fee schedules or arrangements that determine or prescribe the actual amount of charges or fees that the **Provider**:
 - a) agreed to accept as payment in full for such services, supplies, care or treatment, and
 - b) ultimately charged such **Insured**, regardless of any higher amount that may have been placed on the **Provider’s** billing statement of charges.
2. For **Hospitals, Ambulatory Surgical Centers, Emergency Care Facility, Skilled Nursing Homes, laboratories, pharmacies or other medical, diagnostic or treatment facilities**, **“Maximum Allowable Charge”** is the actual amount charged by such entity for the applicable service or treatment **Provided** to an **Insured**, after a reduction, adjustment, and/or network discount pursuant to any **Participating Provider** agreements, or other network agreements, negotiated rates, fee schedules or other arrangements that determine or prescribe the actual amount of charges or fees that such entity:
 - a) agreed to accept as payment in full for such applicable services, supplies, care, treatment, and
 - b) ultimately charged such **Insured** for such applicable services, supplies, care, treatment, regardless of any higher amount that may have been placed on the entity’s billing statement of charges.

However, the amount of the **Maximum Allowable Charge** under (1) and (2) above shall never exceed (i) the amount for which the applicable **Insured** has a legal liability and payment obligation for the receipt of such applicable services, supplies, care, or treatment, (ii) the amount of the **Medicare** allowable or approved charge for the receipt of such applicable services, supplies, care, or treatment with respect to any **Insured** who is **Medicare** eligible, or (iii) the amount of **Usual and Customary Expense** for the receipt of such applicable services, supplies, care, or treatment.

“Medical Foods” means modified low protein foods and metabolic formulas. Metabolic formulas are foods that are all of the following: (i) formulated to be consumed or administered enter ally under the supervision of a **Provider**; (ii) processed or formulated to be deficient in one or more of the nutrients present in typical foodstuffs; (iii) administered for the medical and nutritional management of a person who has limited capacity to metabolize foodstuffs or certain nutrients contained in the foodstuffs or who has other specific nutrient requirements as established by medical evaluation; and (iv) essential to a person's optimal growth, health and metabolic homeostasis.

Modified low protein foods are foods that are all of the following: (i) formulated to be consumed or administered enter ally under the supervision of a **Provider** (ii) processed or formulated to contain less than one gram of protein per unit of serving, but does not include a natural food that is naturally low in protein; (iii) administered for the medical and nutritional management of a person who has limited capacity to metabolize foodstuffs or certain nutrients contained in the foodstuffs or who has other specific nutrient requirements as established by medical evaluation; and (iv) essential to a person's optimal growth, health and metabolic homeostasis.

“Medical Necessity” and **“Medically Necessary”** means for the covered items and services listed in the SPECIFIED DISEASE BENEFITS Section of this **Certificate**, **Medical Necessity** and **Medically Necessary** is any applicable **Confinement** of an **Insured**, as well as any other diagnostic test, laboratory test, examination, surgery, medical treatment, service or supply listed therein that is **Provided** to an **Insured**:

1. by or at the appropriate order, or upon the approval of a **Provider**;
2. for the medically recognized diagnosis or care and treatment of a **Specified Disease**
3. in a manner appropriate and necessary for the symptoms, diagnosis or treatment of such **Specified Disease**;
4. according to and within generally accepted standards for medical practice;
5. in the most cost effective setting and manner available to treat the **Specified Disease**;
6. not primarily for the convenience of an **Insured**, family, or a **Provider**; and
7. not investigational or experimental in nature.

The fact that a **Provider** prescribed, ordered, recommended or approved a service, supply, treatment or **Confinement** does not in and of itself make it **Medically Necessary** or a **Medical Necessity**.

“Medicare” means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as amended.

“Mental, Nervous and Emotional Disorders” means any neurosis, psychoneurosis, psychopathy, psychosis, or other mental or emotional disease or disorder of any kind, including, but not limited to anxiety, generalized anxiety disorder, panic disorder, panic attacks, agoraphobia, acrophobia, social phobia, simple phobias (irrational fears and avoidance of specific objects or situations), obsessive-compulsive disorder, posttraumatic stress syndrome, posttraumatic stress disorder, depression, depression disorder, dysthymic disorder (dysthymia) manic depression, manic episodes, hypo-manic episodes, bi-polar disorder, bi-polar syndrome, bi-polar disease, delusions, hallucinations, disorganized thought and behavior, schizophrenia, anorexia, anorexia nervosa, bulimia, bulimia nervosa, hyperorexia, and all complications thereof.

“Mode Of Premium Payment” means the interval of time (monthly, quarterly, semi-annual or annual) that you have selected for payment of the **Initial Premium** and **Renewal Premium**. The premium payment interval selected by **You** as the **Mode Of Premium Payment** is shown on the **Certificate Schedule**. This **Mode Of Premium Payment** is subject to change at **Our** discretion.

["Multiple Sclerosis"] means a crippling, chronic sickness, which usually commences in early adult life, characterized by no uniform pattern of neurological symptoms, but involves the patchy, scattered degeneration of nerve fibers in the spinal cord and/or brain and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Muscular Dystrophy"] means a hereditary sickness, which usually commences in childhood and characterized by a progressive weakness of the voluntary muscles causing serious crippling, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Musculoskeletal Disease"] means a sickness of any portion of the entire musculoskeletal system, including the muscles, tendons, ligaments, cartilage, bones and the entire skeleton, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Non-Participating Pharmacy"] means a pharmacy that at the time **Covered Expenses** are incurred, has not entered into or has terminated a prior agreement to provide services to **Insureds** under this **Certificate**.]

“Non-Participating Provider” means a **Hospital**, **Provider**, **Ambulatory Surgical Center**, **Skilled Nursing Home**, or other licensed practitioner of the healing arts for which **Specified Disease Benefits** are payable under this **Certificate** that, at the time **Covered Expenses** are incurred, has not entered into or has terminated a prior agreement to provide health care services to **Insureds** under this **Certificate** form at discounted rates.

["**Obstructive Sleep Apnea**"] means a sickness characterized by occlusion of the upper airway during sleep, usually at the level of the oropharynx, with the resulting apnea leading to progressive asphyxia until there is a brief arousal from sleep, whereupon the airway patency is restored and airflow resumes, and the sequence of events is repeated several times during the night that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Ophthalmology Disease**"] means a sickness of any portion of the eyes and surrounding anatomical structures and nerves, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Osteoarthritis**"] means a degenerative joint sickness characterized by the failure of the diarthrodial (moveable, synovial-lined) joint), and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Osteomyelitis**"] means a sickness characterized by inflammation of the bone marrow and adjacent bone and epiphyseal cartilage, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Osteoporosis**"] means a sickness characterized by a decrease in the density of bone, decreasing its strength and resulting in fragile bones of the **Insured**, and (ii) similar bone diseases that produce abnormally porous bones which are susceptible to ease of compression leading to frequent fractures, and all complications thereof, that are not excluded from coverage under this **Certificate** and which in either instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["**Otolaryngology Disease**"] means a sickness of any portion of the ears, larynx, upper respiratory tract, neck, tracheobronchial tree, esophagus and surrounding anatomical structures and nerves, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"**Other Insureds**" mean those members of **Your** family that are listed on the **Certificate Schedule** on the **Issue Date**.

"**Our**" means Freedom Life Insurance Company of America.

"**Outpatient**" means **Medically Necessary** medical care, treatment, services or supplies from a **Provider** at (i) a clinic, (ii) an emergency room of a **Hospital**, (iii) an **Ambulatory Surgical Center**, (iv) an **Emergency Care Facility**, or (v) the surgical facility of a **Hospital** which does not result in an **Inpatient Confinement** at such **Hospital** following such surgery.

["**Participating Pharmacy**"] means a pharmacy that has entered into, and not terminated by the date the **Covered Expenses** are incurred, an agreement to dispense **Prescriptions** to **Insureds** under this **Certificate**. A **Participating Pharmacy** can be either a retail store or mail order for home delivery.]

"**Participating Provider**" means a **Hospital**, **Provider**, **Ambulatory Surgical Center**, **Skilled Nursing Home**, or other licensed practitioner of the healing arts for which **Specified Disease Benefits** are payable under this **Certificate** that has entered into, and not terminated by the date the **Covered Expenses** are incurred, an agreement to provide health care services to **Insureds** under this **Certificate** at discounted rates.

["**Poliomyelitis**"] means an infectious sickness characterized by an inflammation of the gray matter of the spinal cord, marked by fever, pains and gastroenteric disturbances, followed by a flaccid paralysis of one or more muscular groups and later by atrophy, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Pre-Certification of Treatment” means the process of obtaining prior verbal or written authorization from **Us** for **Medically Necessary Inpatient Confinement** or surgery. **Pre-Certification of Treatment** is not required for **Emergency Inpatient** admission.

["Preferred Brand Drugs" means each **Brand Name Drug** that is identified and listed upon the **Preferred Drug List**. In certain circumstances, a **Preferred Brand Drug** may be a medically acceptable alternative medication to a **Brand Name Drug** that is not listed on the **Preferred Brand Drug List** such that an **Insured** may want to consult with his/her **Provider** and the pharmacist of the **Participating Pharmacy** regarding whether such **Preferred Brand Drug** would be appropriate and proper in the treatment of such **Insured's** condition.]

["Preferred Drug List" means a list either created or sponsored by **Us**, which identifies certain **Brand Name Drugs** that may be preferred. The **Preferred Drug List** is updated from time to time and may be found on the Internet at www.ushealthgroup.com in the prescription services location of the website. **You** may also call the toll free Rx Help Desk number on the back of your ID card.]

“Pre-existing Condition” means a condition, whether physical or mental, and regardless of the cause:

1. for which medical advice, diagnosis, care or treatment was recommended or received during the twelve (12) month period immediately preceding the effective date of coverage under this **Certificate** for the **Insured** incurring the expense; or
2. which **Manifested** during the twelve (12) month period immediately preceding the effective date of coverage under the **Certificate** for the **Insured** incurring the expense.

This **Certificate** provides coverage as of the **Issue Date** for **Pre-existing Conditions**, disclosed on the application, provided they are not otherwise limited or excluded by this **Certificate** or any riders, amendments, or endorsements attached hereto.

This **Certificate** does not cover expenses for **Pre-existing Conditions**, that are not disclosed on the application, unless the expenses are incurred more than twelve (12) months after the **Insured's** coverage has been in effect, and are not otherwise limited or excluded by this **Certificate** or any riders, amendments, or endorsements attached hereto.

“Premium Rate Guarantee Period” means the number of months immediately following the **Issue Date** that must expire before the amount of **Renewal Premium** charged by **Us** (with the same **Mode of Premium Payment** as the **Mode of Premium Payment** selected for payment of the **Initial Premium**) can be higher than the amount of the **Initial Premium** because of (i) a change by **Us** in the table of premium rates used to calculate the **Initial Premium**, or (ii) an increase in the attained age after the **Issue Date** of any **Insured** listed on the **Certificate Schedule**. However, the amount of **Renewal Premium** required for this **Certificate** may be increased by **Us**, even during the **Premium Rate Guarantee Period**, if after the **Issue Date**:

1. **You** add **Insureds** to this **Certificate**;
2. **You** change the amount of the **Calendar Year Deductible** shown on the **Certificate Schedule**;
3. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
4. **You** change any other coverage option;
5. **You** change residence to a different zip code;
6. **You** change the **Mode Of Premium Payment**;
7. **You** add optional coverage riders, if any;
8. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;
9. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
10. the **Participating Provider** network availability changes for **Your** state;
11. the **Participating Provider** negotiated discounts change;
12. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
13. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or

14. any other change in federal or state law or regulation affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

The length of the **Premium Rate Guarantee Period** is shown on the **Certificate Schedule**.

“**Prescription**” means the **Medically Necessary** authorization for a **Prescription Drug** to be dispensed to an **Insured** on an **Outpatient** basis pursuant to the order of a **Provider** who is acting within the scope of his or her license to treat a **Specified Disease**.

“**Prescription Drug**” means legend drugs and medications that by Federal law may only be legally obtained on an **Outpatient** basis with a **Prescription**.

“**Primary Insured**” means the individual whose name is printed on the **Certificate Schedule** as the **Primary Insured** and whose coverage under this **Certificate** has not ended.

“**Provide**”, “**Provided**” or “**Providing**” means each medical, diagnostic and surgical test, service, care, treatment, or supply, which is:

1. prescribed or ordered by a **Provider**;
2. rendered to and received by an **Insured** while coverage under this **Certificate** for such **Insured** is in full force and effect;
3. listed as a covered item, type of service and/or supply in the SPECIFIED DISEASE BENEFITS Section; and
4. not otherwise limited or excluded by any provision in this **Certificate** or rider, endorsement or amendment attached hereto.

“**Provider**” means a person who has successfully completed the prescribed course of studies in medicine at a medical school officially recognized and accredited in the country in which it is located, and which person has been licensed by the state in which the medical services are rendered to practice medicine. The **Provider** must be acting within the scope of such license while rendering **Medically Necessary** professional service to an **Insured**, and cannot be a member of the **Insured’s** family.

[“**Pulmonary Disease**” means a sickness of any portion of the lungs or respiratory system, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“**Renewal Premium**” means the amount charged for coverage of all **Insureds** under this **Certificate** for the period of time from the **First Renewal Date** through the day before each subsequent renewal coverage renewal date. **Renewal Premium** for each renewal period is payable in advance for each applicable renewal period.

[“**Rheumatoid Arthritis**” means a chronic multisystem sickness characterized by a variety of systemic manifestations, including persistent inflammatory synovitis, usually involving peripheral joints in a symmetric distribution typically producing cartilage destruction, bone erosion and joint deformity that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

[“**Reproductive System Disease**” means a sickness of any portion of the male and female reproductive systems, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“**Separate Deductible For Non-Participating Providers**” means, in addition to the **Calendar Year Deductible**, the amount of **Covered Expenses** an **Insured** must incur in a **Calendar Year** for services rendered by **Non-Participating Providers** before any applicable **Specified Disease Benefits** are payable under this **Certificate**.

No **Specified Disease Benefits** are payable under this **Certificate** for services rendered by **Non-Participating Providers** until after the **Separate Deductible For Non-Participating Providers**, and the amount of the **Calendar Year Deductible** are satisfied and fully payable by either **You** or such **Insured**. The amount of the **Separate**

Deductible For Non-Participating Providers is shown on the **Certificate Schedule** and applies per **Calendar Year** separately to each **Insured**.

None of the following expenses may be used to satisfy the **Separate Deductible For Non-Participating Providers**: (i) the amount of the **Calendar Year Deductible**; (ii) the amount of any applicable **Access Fees**; and (iii) the amount of the **Failure to Pre-certify Treatment Deductible**.

[**"Sickle Cell Anemia"** means a genetically determined sickness (hemolytic anemia), one of the hemoglobinopathies characterized by arthralgia, acute attacks of abdominal pain, ulcerations of the lower extremities, sickle-shaped erythrocytes in the blood, the homozygous presence of S hemoglobin in the red blood cells as determined by hemoglobin electrophoresis, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"Skilled Nursing Home" means a place which:

1. charges patients for their services;
2. is legally operated in the state (or similar jurisdiction) in which it is located;
3. has beds for patients who need medical and skilled care;
4. operates under a doctor's supervision;
5. has continuous twenty-four (24) hour nursing service supervised by a registered nurse (R.N.); and
6. keeps complete medical records on each patient.

Skilled Nursing Home also means a wing, area or floor of a **Hospital** specifically set aside to provide care similar to that of a **Skilled Nursing Home**, but it does not mean a **Hospital**.

[**"Skin Disease"** means a sickness of any portion of the skin and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

"Solid Organ Transplant(s)" means the **Medically Necessary** surgical transplantation, combined transplantation, sequential transplantation, (including grafts) of the following **Medically Necessary** organs received by an **Insured** in treatment of a **Specified Disease** while coverage for such **Insured** under this **Certificate** is in full force and effect:

1. heart;
2. lung;
3. kidney;
4. pancreas;
5. combined heart/lung;
6. combined kidney/pancreas;
7. skin;
8. eye or parts thereof (including lens and cornea); and
9. liver (**Insureds** who are candidates for liver transplantation must have abstained from the use of alcohol for one year immediately prior to such transplantation surgery in order for the planned liver transplantation to constitute a **Solid Organ Transplant**).

"Specified Disease" means the specifically enumerated sicknesses set forth in Section V. A. of this **Certificate** entitled "SPECIFIED DISEASES" suffered by an **Insured**, which in each instance first **Manifests** itself on or after the **Issue Date** shown on the **Certificate Schedule** and while coverage under this **Certificate** for such **Insured** is in force and effect.

"Specified Disease Benefits" means only **Medically Necessary** treatments, procedures, services, and supplies received by an **Insured** for a **Specified Disease** while coverage under this **Certificate** for such **Insured** is in full force and effect, and which are specifically enumerated in Section V. B. entitled SPECIFIED DISEASE BENEFITS. If a treatment, procedure, service, or supply is not specifically enumerated in the SPECIFIED DISEASE BENEFITS Section, then fees charged or expenses associated with such items are not covered under this **Certificate** as a **Specified Disease Benefit**. Payments by **Us** for **Specified Disease Benefits** are subject to all definitions, exclusions, limitations and provisions contained herein, including but not limited to the satisfaction and payability by

You or the applicable **Insured** of all applicable deductibles, as well as the limitation of the **Company Insurance Percentage**.

“Stem Cell Transplants” means the **Medically Necessary** insertion or transplantation, combined insertion or transplantation, sequential insertion or transplantation procedures, in which any **Medically Necessary** form of stem cells are received by an **Insured** in the treatment of a **Specified Disease** while coverage for such **Insured** under this **Certificate** is in full force and effect.

["Stroke (CVA)"] means (i) an acute cerebral vascular accident or event, which produces measurable, functional and permanent neurological impairment caused by hemorrhage, thrombus, or embolus from extra cranial source, which results in an infarction (death) to brain tissue, (ii) a transient ischemic attack, (iii) a prolonged but reversible ischemic attack, (iii) similar diseases of the brain and central nervous system, (iv) migraines, and (v) hypoxia that that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.

“Subsequent Certificate Year(s)” means each twelve (12) month period ending on each anniversary of the **Issue Date** following the **First Certificate Year**.

“Termination of Coverage” means Section III.C. TERMINATION OF COVERAGE that governs the conditions and circumstances under which the coverage provided by this **Certificate** may be terminated for any or all **Insureds**.

["Toxic Epidermal Necrolysis"] means a life-threatening skin sicknesses in which the epithelium of the skin, and sometimes the mucosa, peels off in sheets, leaving widespread denuded areas, and all complications thereof that is not excluded from coverage in this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

["Toxic Shock Syndrome (TSS)"] means a sickness characterized by a syndrome of high fever, vomiting, diarrhea, confusion, and skin rash that may rapidly progress to severe and intractable shock, and all complications thereof that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“Us” means Freedom Life Insurance Company of America.

“Usual and Customary Expense” means the following:

1. For **Providers Usual and Customary Expense** is the seventieth (70th) percentile of the prevailing charges by all **Providers** in the same geographic area as such **Provider**, as determined by one of the current prevailing health care charges information systems in the insurance industry utilizing the applicable **CPT Code** for such services or treatment and the applicable zip code (first 3 or 5 digits) of such **Provider**.
2. For services or treatments **Provided** by **Hospitals, Ambulatory Surgical Centers, Emergency Care Facilities, Skilled Nursing Homes**, pharmacies or other applicable facilities, **Usual and Customary Expense** is average charge made for similar services or supplies in the locality where the service or supply is furnished, taking into consideration the nature and the severity of the **Specified Disease** suffered by the **Insured**.

Provided, however, that **Usual and Customary Expense** shall never exceed the **Medicare** allowable or approved charge with respect to **Insureds** who are **Medicare** eligible.

“Utilization Review” means a system for prospective or concurrent review of the **Medical Necessity** and appropriateness of health care services being **Provided**, or proposed to be **Provided**, to an **Insured** within this state. **Utilization Review** does not include elective requests for clarification of coverage.

["Viral Infection"] means a sickness characterized by multiplication of microbes that are smaller than most bacteria and which are generally incapable of growth or reproduction apart from living cells within the body, as well as all complications thereof that that is not excluded from coverage under this **Certificate** and which in each instance **Manifests** in an **Insured** on or after the **Issue Date** and while coverage under this **Certificate** for such **Insured** is in force and effect.]

“**We**” means Freedom Life Insurance Company of America.

“**You**”, “**Your**” and “**Yours**” means the individual listed on the **Certificate Schedule** as the **Primary Insured**.

“**Your Renewal Premium Class**” means the **Class** in which this **Certificate** is placed for **Renewal Premium** purposes. **Your Renewal Premium Class** will be determined by **Us** based upon several factors, including, among other things, a combination of one or more of the following: (i) **Your** zip code (either first 3 or first 5 digits) at the commencement of such renewal period, (ii) **Your** county of residence at the commencement of such renewal period, (iii) **Your** state of residence at the commencement of such renewal period, (iv) the **Issue Date**, (v) **Your** state of residence on the **Issue Date**, (vi) the number, sex, attained age, and tobacco use of each **Insured** on each applicable renewal date, (vii) **Your** plan of coverage under this **Certificate** on each applicable renewal date, including its deductibles, **Specified Disease Benefit**, limits, exclusions, limitations, optional riders, and exclusionary endorsements (viii) the underwriting risk assessment of each **Insured**, (ix) discounted or preferred premium rate status of any **Insured**, (x) premium rate ups, if any, for any **Insured**, (xi) the amount of the **Initial Premium**, (xii) the amount of the **Renewal Premium** charged in the preceding renewal period, (xiii) **Mode of Premium Payment** for the renewal period and (xiv) the number and type other certificates of coverage issued by **Us** covering individuals in **Your** current state of residence with the same or similar factors described above.

“**Your Spouse**” means the spouse of the **Primary Insured** who (i) is either listed as an **Other Insured** on the **Certificate Schedule** or later added to this **Certificate**, and (ii) is an **Insured** whose coverage has not ended by the date of such spouse’s death.

III. WHEN COVERAGE BEGINS AND ENDS

A. EFFECTIVE DATE

This **Certificate** is effective at 12:01 A.M. local time where **You** live on the **Issue Date** shown on the **Certificate Schedule**.

B. ELIGIBILITY AND ADDITIONS

Your Spouse, **Your** unmarried, dependent children who are under the age of 19 (24 if a **Full-Time Student**; and grandchildren who are considered **Your** dependents for federal income tax purposes and who are under age 19 (24 if a **Full-Time Student**; any children which an **Insured** is required to insure under a medical support order; any child whom **You**, or **Your Spouse** (if listed as an **Other Insured** on the **Certificate Schedule**), intends to adopt and has become a party to a suit for that purpose; and any child who is in the custody of an **Insured** under a temporary court order that grants the **Insured** conservatorship of the child, are eligible for this coverage. Any eligible dependent (other than a newborn or adoptee) will be added to this **Certificate** when **We** approve the written application for such coverage, and accept payment of any necessary premium.

Newborn children born after the **Issue Date** to **You**, or **Your Spouse**, while this **Certificate** is in full force and effect (a newborn child) will be automatically insured under this **Certificate** from and after the moment of birth for a period of ninety (90) days or before the next premium due date, whichever is later. If **You** wish to continue such automatic coverage under this **Certificate** for any such newborn child past the initial ninety (90) day period or beyond the next premium due date, **You** must notify **Us** of such birth and **Your** desire for such continued coverage under this **Certificate** within ninety (90) days or before the next premium due date after the date of such newborn child’s birth. **You** must also pay any additional premium required for such additional coverage within such ninety (90) day period or before the next premium due date. If **You** do not notify **Us** of such birth and **Your** desire for continued coverage under this **Certificate** within such ninety (90) day period or before the next premium due date, and timely pay any additional premium that may be due, then the automatic coverage under this **Certificate** for such newborn child will end after the expiration of ninety (90) days or the next premium due date, whichever is later, from the date of such newborn child’s birth. **We** will notify **You** if more premium is needed.

Newborn children born after the **Issue Date** and immediately placed for adoption after birth with **You**, or **Your Spouse**, while this **Certificate** is in full force and effect (a newborn adoptee) will be automatically insured under this **Certificate** from and after the date of the adoption placement of such newborn adoptee for a period of sixty (60) days. If **You** wish to continue such automatic coverage under this **Certificate** for any such newborn adoptee past the initial sixty (60) day period, **You** must notify **Us** of such birth, adoption placement and **Your**

desire for continued coverage under this **Certificate** within sixty (60) days after the date of the adoption placement of such newborn adoptee. **You** must also pay any additional premium required for such additional coverage within such sixty (60) day period. If **You** do not notify **Us** within such sixty (60) day period of the birth, adoption placement and Your desire for continued coverage under this **Certificate** for such newborn adoptee and timely pay any additional premium that may be due, then the automatic coverage under this **Certificate** for such newborn adoptee will end after the expiration of day from the date of such adoption placement of such newborn adoptee. **We** will notify **You** if more premium is needed.

If **You** wish to have automatic coverage under this **Certificate** after the **Issue Date** for any child not listed as an **Other Insured** on the **Certificate Schedule**, but for which adoption or custody of such child is sought by **You** or **Your Spouse** in a civil suit or other judicial custody proceeding filed or initiated after the **Issue Date**, **You** must notify **Us** within thirty-one (31) days after **You** or **Your Spouse**, as applicable: (i) become a party in such civil suit in which such adoption of the child is sought; or (ii) obtain custody of the child under the first court order (including temporary orders) that grants conservatorship and/or custody of the child. **You** must also pay any additional premium required for such additional coverage within such thirty-one (31) day period. If **You** do not notify **Us** within such applicable thirty-one (31) day period of **Your** desire for automatic coverage under this **Certificate** in the future for such child and timely pay any additional premium that may thereafter become due, then no automatic coverage will be afforded under this **Certificate** for such child. **We** will notify **You** if more premium is needed.

C. TERMINATION OF COVERAGE

1. TERMINATIONS SUBJECT TO RIGHT OF CONVERSION

Subject to the Section III. E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION below, an applicable **Insured's** coverage under this **Certificate** ends on the earlier of the following:

- a. the premium due date in the month following the date the **Group Specified Disease Insurance Policy** is terminated by the **Group Specified Disease Insurance Policyholder**, in which case **You** will be given thirty (30) days prior written notice of the termination, mailed to **Your** last known address;
- b. with respect to **Your Spouse** who is covered under this **Certificate**, the premium due date in the month following the effective date of **Your** divorce decree, annulment or court approved separation;
- c. with respect to **Your** child(ren) who are covered under this **Certificate**, the premium due date in the month following such **Insured's** 19th birthday (24th if a **Full-Time Student**).

2. TERMINATIONS BY PRIMARY INSURED NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, the following described actions by either the **Primary Insured** or other applicable **Insured** will result in a termination of each applicable **Insured's** coverage under this **Certificate** with no right of conversion, in which event the coverage ends on the earlier of the following:

- a. the due date of any unpaid **Renewal Premium**, subject to the grace period; or
- b. the date **You** terminate coverage by notifying **Us** of the date **You** desire coverage to terminate and specify the **Insured** whose coverage is to terminate.

3. TERMINATION OF THE CERTIFICATE BY THE COMPANY NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, **We** may refuse to renew and cancel coverage for all **Insureds** under this **Certificate** with no right of conversion for the following reasons:

- a. **We** are required by the order of an appropriate regulatory authority to non-renew or cancel the **Certificate** or **Group Specified Disease Insurance Policy**;
- b. **We** cease offering and renewing coverage of the same form of coverage as this **Certificate** in **Your** state upon a minimum of thirty (30) days prior written notice mailed to **Your** last known address[with

- an opportunity for **You** to convert to any similar medical expense policy or certificate that **We** are then actively marketing and offering to new applicants in **Your** state];
- c. the date **We** receive due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**; or
 - d. the **Primary Insured** terminates membership in the association which is the **Group Specified Disease Policyholder**.

4. TERMINATION OF AN INSURED BY THE COMPANY NOT SUBJECT TO RIGHT OF CONVERSION

Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION notwithstanding, **We** may refuse to renew and cancel coverage for each **Insured** under this **Certificate** with no right of conversion for the following reasons:

- a. the total amount of any **Specified Disease Benefit** payments made by **Us** are equal to the **Lifetime Certificate Maximum Per Insured**;
- b. with respect to **You** and **Your Spouse**, the premium due date in the month following the attainment of age 65 or eligibility for **Medicare**;
- c. An **Insured** ceases to be a member of the association which is the **Group Specified Disease Policyholder**; or
- d. the date **We** receive due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**.

As long as this **Certificate** is in force for **You**, the coverage of **Your** child who is an **Insured** will not end if he or she is dependent upon **You** for support and maintenance and incapable of self-support because of a mental handicap or physical disability. Such dependent **Insured's** coverage under this **Certificate** will continue regardless of the dependent **Insured's** age, as long as **Renewal Premium** is timely and properly paid for **You** and the dependent **Insured** and such dependent **Insured** remains dependent upon **You** and incapable of self-support because of such mental handicap or physical disability. Proof of such handicap or disability must be furnished to **Us** as soon as reasonably possible prior to the dependent **Insured** reaching the limiting age, and thereafter upon **Our** request, but not more frequently than annually after the two (2) year period following the attainment of the limiting age.

Any termination of coverage under this **Certificate** will be effective at 11:59 P.M. local time where **You** live on the date(s) specified above.

If **You** die, **Your Spouse**, if then an **Insured** under this **Certificate**, will become the **Primary Insured**. If **You** and **Your Spouse** (if any) are not covered under this **Certificate**, the oldest **Insured** will become the **Primary Insured**.

We will not accept premium for any **Insured** whose coverage has terminated. Premiums, which are sent to **Us** and include an amount to cover the **Insured** whose coverage has terminated, will be returned. **We** will only accept the correct premium to cover those **Insureds** who are eligible for coverage. If premiums are accepted in error, **Our** liability is limited to coverage for the period of time for which premiums were accepted in error.

Except for claims involving fraud or intentional misrepresentation of material fact, any termination will be without prejudice to any **Covered Expenses** incurred by an **Insured** for **Specified Disease Benefits** prior to the date of termination. If coverage is terminated, unearned premium will be computed pro-rata and any unearned premium will be refunded to **You**.

E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION

A **Certificate Of Conversion Coverage**, whereby the coverage then afforded by this **Certificate** for an applicable **Insured** will continue without a requirement of any additional evidence of the insurability of such **Insured**, is available only:

1. for **Your Spouse** who is covered under this **Certificate**, if his or her coverage ceases due to divorce, annulment or court approved separation; or
2. for **Your** unmarried child(ren) who is covered under this **Certificate**, if his or her coverage ceases due to his or her reaching the limiting age of 19 (24 if enrolled as a **Full-Time Student**).

A **Certificate Of Conversion Coverage** is not available and will not be provided if:

1. an **Insured's** coverage under the **Group Specified Disease Insurance Policy** ceases because the **Group Specified Disease Insurance Policy** was terminated;
2. an **Insured's** coverage under this **Certificate** ceases because of failure to pay the required premiums in the time allowed;
3. **We** were required by the order of an appropriate regulatory authority to non-renew or cancel the **Certificate** or **Group Specified Disease Insurance Policy**;
4. The total amount of **Specified Disease Benefit** payments made by **Us** are equal to the **Lifetime Certificate Maximum Per Insured**;
5. **You** voluntarily terminated coverage under this **Certificate** for any **Insured** by notifying **Us** of the date **You** desired such coverage to terminate;
6. **We** received due proof that fraud or intentional misrepresentation of material fact existed in applying for this **Certificate** or in filing a claim for **Specified Disease Benefit** under this **Certificate**;
7. The **Insured** is or could be covered by **Medicare**; or
8. **We** ceased offering and renewing coverage of the same form of coverage as this **Certificate** in **Your** state upon a minimum of thirty (30) days prior written notice mailed to **Your** last known address[with an opportunity for **You** to convert to any similar medical expense policy or certificate that **We** are then actively marketing and offering to new applicants in **Your** state].

In order to be eligible for a **Certificate Of Conversion Coverage**, a written election of continuation of coverage via conversion must be made by the applicable **Insured**, on a form furnished by **Us**, and the first premium must be paid, in advance, to **Us** on or before the date on which the applicable coverage under this **Certificate** for such **Insured** would otherwise terminate. The amount of first premium required from the effective date through the end of the first renewal period of the **Certificate Of Conversion Coverage** shall not be more than **Our** full group premium rate then applicable for the applicable **Insured** under the **Certificate** with the same mode of payment. Applicable **Insureds** shall not be required to pay the **Renewal Premium** for a **Certificate Of Conversion Coverage** less often than monthly.

IV. PREMIUM

A. INITIAL PREMIUM

The **Initial Premium** specified on the **Certificate Schedule** is due and payable {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}} to the **Company** at its home office on or before the **Issue Date**. This **Initial Premium** payment will keep this **Certificate** in force until the **First Renewal Date**. The amount of the **Initial Premium** and the **First Renewal Date** are shown on the **Certificate Schedule**. **Initial Premium** has been determined by **Us** for this **Certificate** on a **Class** basis. **Your Class** for **Initial Premium** was determined by **Us** based upon several factors, including, among other things, a combination of the following: (i) **Your** zip code (either first 3 or first 5 digits); (ii) **Your** county of residence; (iii) **Your** state of residence; (iv) the number, age, sex and tobacco use of each **Insured** listed on the **Certificate Schedule**; (v) the plan of coverage contained in this **Certificate** on the **Issue Date**, including its deductibles, **Specified Disease Benefits**, limitations, and exclusions; (vi) the health status of each applicant, including the results of any required physical examination and laboratory test results; (vii) **Participating Provider** network selected on the application, (viii) the underwriting risk assessment of each **Insured**; (ix) the discounted or preferred premium rate status of any **Insured**; (x) premium rate ups, if any, for any **Insured**; (xi) **Mode Of Premium Payment** selected on the application; (xii) distribution channels; (xiii) administrative costs; (xiv) taxes; (xv) other economic factors; and/or (xvi) other certificates of coverage issued and to be issued by **Us** covering individuals in **Your** current state of residence with the same or similar factors described above.

B. RENEWAL PREMIUM

1. CALCULATION - PAYMENT

The current **Mode Of Premium Payment** is shown on the **Certificate Schedule**. **Renewal Premium** is payable {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Policyholder** for each **Insured's** membership in the **Group Specified Disease Policyholder**}} on or before its due date, and must be paid to the **Company** at its home office. Any **Renewal Premium** not paid {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Policyholder** for each **Insured's** membership in the **Group Specified Disease Policyholder**}} on or before its due date is a premium in default. If a **Renewal Premium** payment default is not corrected and properly paid before the end of the grace period, coverage under this **Certificate** will terminate.

Renewal Premium rates for this **Certificate** may be increased by **Us** for any renewal period after the **Issue Date**, including during the **Premium Rate Guarantee Period**, if after the **Issue Date**:

- a. **You** add **Insureds** to this **Certificate**;
- b. **You** change the amount of the **Calendar Year Deductible** shown on the **Certificate Schedule**;
- c. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
- d. **You** change any other coverage option;
- e. **You** change residence to a different zip code;
- f. **You** change the **Mode Of Premium Payment**;
- g. **You** add optional coverage riders, if any;
- h. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;
- i. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
- j. the **Participating Provider** network availability changes for **Your** state;
- k. the **Participating Provider** negotiated discounts change;
- l. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
- m. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or
- n. any other change in federal or state law affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

The current table of premium rates upon which the **Initial Premium** and the **First Renewal Premium** were calculated for this **Certificate** may include scheduled increases in the amount of **Renewal Premium** based upon the future attained age of each **Insured**. To be eligible for a discounted or preferred premium rate each **Insured** may be required to complete a preferred health risk assessment upon enrollment and at renewal. Additionally, the current table of premium rates upon which the **Initial Premium** and **First Renewal Premium** were calculated and any subsequent table of premium rates upon which the **Renewal Premium** for any renewal period is to be calculated may be changed from time to time by **Us**. Accordingly, after expiration of the **Premium Rate Guarantee Period**, the amount of **Renewal Premium** may be increased for any renewal period based upon items a. through m. above as well as the following:

- a. a new attained age of any **Insured** reached prior to the first day of any renewal period,
- b. change by **Us** in the table of premium rates used to calculate the **First Renewal Premium**, and
- c. change by **Us** in the table of premium rates used to calculate **Renewal Premium** for any prior renewal period.

Any changes in the table of premium rates establishing the amount of required **Renewal Premium** during any renewal period will be implemented on a **Class** basis for all members of **Your Renewal Premium Class**. Factors that may be involved and considered by **Us** in determining the amount of **Renewal Premium** to be charged to **Your Renewal Premium Class** during any renewal period include, among

other things, a combination of one or more of the following: (i) past claims experience of **Your Renewal Premium Class**; (ii) anticipated inflationary trends in the cost of future medical services; (iii) historical experience in the inflationary cost of medical services; [(iv) anticipated inflationary trends in the cost of **Prescription Drugs**; (v) historical experience in the past inflationary cost of **Prescription Drugs**]; (vi) anticipated future claims experience of **Your Renewal Premium Class**; (vii) other economic factors; (viii) anticipated advances in the medical diagnosis capabilities of injuries and illnesses, including the anticipated cost thereof; (ix) anticipated advances in the manner, method and delivery of medical care and treatment, including the anticipated cost thereof; and (x) any other reason permitted by applicable state law. **We** will tell **You** [and the **Group Specified Disease Insurance Policyholder**] at least thirty (30) days in advance of the effective date of any **Renewal Premium** increase that occurs due to a change in the table of premium rates for **Renewal Premium**.

2. RENEWAL PREMIUM CHECK OR DRAFT NOT HONORED

Any [premium payment made {*Option 1* [by **You** to **Us**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** to **Us** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}] by a check or draft which is not honored at the bank upon which it is drawn shall be of no effect toward coverage under this **Certificate** unless and until valid restitution is made to **Us** within the time provided herein for making such premium payment.

3. GRACE PERIOD

Unless at least thirty-one (31) days prior to a **Renewal Premium** due date **We** have mailed to **You** written notice of **Our** intention not to renew this **Certificate** a grace period of thirty-one (31) days from such due date is given for the late payment {*Option 1* [by **You** to **Us**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** to **Us** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**}] of the **Renewal Premium** due. If {*Option 1* [**You**]} {*Option 2* the **Group Specified Disease Insurance Policyholder** on **Your** behalf}] make[s] payment to **Us** of the required **Renewal Premium** during such grace period {*Option 2* [from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**]}], then this **Certificate** will remain in force for **Benefit** claims arising during such grace period. However, if the **Company** has received notification of **Your** intention to cancel any **Insured's** coverage under this **Certificate**, there is no grace period for the late payment of any **Renewal Premium** that would otherwise have been due for such **Insured** but for such cancellation.

4. REINSTATEMENT

If the **Renewal Premium** is not paid {*Option 1* [by **You**]} {*Option 2* [by the **Group Specified Disease Insurance Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**]} before the grace period ends, later acceptance of premium by **Us** without requiring an application for reinstatement will reinstate this **Certificate** as of the date of acceptance of the late premium, together with all applicable administration and policy fees, as well as all applicable state and federal taxes. If **We** require an application that will be fully underwritten by **Us**, {*Option 1* [**You**]} {*Option 2* [**You** and the **Group Specified Disease Insurance Policyholder**]} will be given a conditional receipt for the premium. If the application is approved after underwriting, this **Certificate** will be reinstated as of the approval date together with payment {*Option 1* [by **You**]} {*Option 2* by the **Group Specified Disease Insurance Policyholder** on **Your** behalf from the amount of the member dues timely and properly paid by **You** to the **Group Specified Disease Insurance Policyholder** for each **Insured's** membership in the **Group Specified Disease Insurance Policyholder**]} all back or past due premium and all applicable administration and policy fees, as well as all applicable state and federal taxes permitted by applicable state law. Lacking such approval, this **Certificate** will be reinstated on the forty-fifth (45th) day after the date of the conditional receipt, unless **We** have previously notified {*Option 1* [**You**]} {*Option 2* [**You** and the **Group Specified Disease Insurance Policyholder**]}], in writing, of **Our** disapproval of the reinstatement.

The reinstated **Certificate** will cover only **Covered Expenses** that result from a **Specified Disease** that begins more than ten (10) days after the date of reinstatement.

In all other respects **Your** rights and **Our** rights will remain the same subject to any provisions noted on or attached to the reinstated **Certificate**.

5. INITIAL PREMIUM RATE GUARANTEE PERIOD

The amount of **Renewal Premium** with the same **Mode of Premium Payment** as the **Mode of Premium Payment** of the **Initial Premium** is guaranteed not to exceed the amount of the **Initial Premium** for each renewal period commencing prior to the expiration of the **Premium Rate Guarantee Period** as a result of any: (i) change in the table of premium rates used to calculate the **Initial Premium**; or (ii) increase in the attained age after the **Issue Date** of any **Insured** listed on the **Certificate Schedule**. The length of the **Premium Rate Guarantee Period** is shown on the **Certificate Schedule**. However, **Renewal Premium** rates may be increased by **Us** during the **Premium Rate Guarantee Period** upon any one or more of the following:

- a. **You** add **Insureds** to this **Certificate**;
- b. **You** change the amount of the **Calendar Year Deductible** shown on the **Certificate Schedule**;
- c. **You** change the **Insured Coinsurance Percentage** shown on the **Certificate Schedule**;
- d. **You** change any other coverage option;
- e. **You** change residence to a different zip code;
- f. **You** change the **Mode Of Premium Payment**;
- g. **You** add optional coverage riders, if any;
- h. **You** change after the **Issue Date** to a different optional **Participating Provider** network available in **Your** state, if any;
- i. a change occurs in the relationship between **Your Participating Provider** network and the **Company**;
- j. the **Participating Provider** network availability changes for **Your** state;
- k. the **Participating Provider** negotiated discounts change;
- l. a change occurs in **Group Specified Disease Insurance Policy** coverage, benefits, limitations, exclusions, premium or other material matter;
- m. any change in coverage, **Specified Disease Benefits**, limitations, exclusions, or premium is required pursuant to any federal or state law or regulation; and/or
- n. any other change in federal or state law affecting the definitions, **Specified Disease Benefits**, limitations, exclusions, and/or premium of this **Certificate** or the **Group Specified Disease Insurance Policy**.

V. SPECIFIED DISEASE BENEFITS AND CLAIM PROCEDURES

Insureds have the right to obtain medical care from the **Provider** and **Hospital** of their choice, however, all applicable **Specified Disease Benefit** payments by **Us** under this SPECIFIED DISEASE BENEFITS AND CLAIMS PROCEDURES Section of the **Certificate** are limited to the applicable **Company Insurance Percentage** of **Covered Expenses** incurred by an **Insured**. Coverage under this Section of the **Certificate** will be reduced for medical services, supplies, care or treatment obtained from a **Non-Participating Provider**. The difference between both the **Company Insurance Percentages** and the **Insured Coinsurance Percentages** for: (i) **Participating Providers** and (ii) **Non-Participating Providers** are shown in the **Certificate Schedule**. In addition, **We** shall never be required to make a payment for **Covered Expenses** incurred in excess of the amount of (i) the **Calendar Year Maximum Benefit Per Insured** during any **Calendar Year**, (ii) the amount of the **Lifetime Transplant Maximum Per Insured** during an **Insured's** lifetime, or (iii) the amount of the **Lifetime Certificate Maximum Per Insured** during an **Insured's** lifetime.

Covered Expenses incurred by an **Insured** for **Specified Disease Benefits** are subject to the **Calendar Year Deductible**, the **Insured Coinsurance Percentage** and any applicable **Access Fees**, unless otherwise specified.

A. SPECIFIED DISEASES

Subject to and expressly limited by all applicable definitions, exclusions, limitations, non-waiver provisions, waiting periods, and other provisions contained in this **Certificate**, as well as any exclusionary coverage riders, endorsements, or amendments attached to hereto, the following enumerated sicknesses shall constitute **Specified Diseases** under this **Certificate**:

1. [Adrenal Hypofunction (Addison's Disease)]
2. [Amyotrophic Lateral Sclerosis (Lou Gehrig 's Disease)]
3. [Arteriosclerosis]
4. [Bacterial Infection]
5. [Brain and Nervous System Disease]
6. [Cancer]
7. [Cardiovascular Disease]
8. [Complications of Pregnancy]
9. [Cystic Fibrosis]
10. [Diabetes]
11. [Endocrine System Disease]
12. [Gastrointestinal Disease]
13. [Heart Attack (Myocardial Infarction)]
14. [Hypertension]
15. [Influenza]
16. [Inherited Metabolic Disorder]
17. [Kidney and Urinary Tract Disease]
18. [Liver and Biliary Tract Disease]
19. [Multiple Sclerosis]
20. [Muscular Dystrophy]
21. [Musculoskeletal Disease]
22. [Obstructive Sleep Apnea]
23. [Ophthalmology Disease]
24. [Osteoarthritis]
25. [Osteomyelitis]
26. [Osteoporosis]
27. [Otolaryngology Disease]
28. [Poliomyelitis]
29. [Pulmonary Disease]
30. [Rheumatoid Arthritis]
31. [Reproductive System Disease]
32. [Sickle Cell Anemia]
33. [Skin Disease]
34. [Stroke (CVA)]
35. [Toxic Epidermal Necrolysis]
36. [Toxic Shock Syndrome (TSS)]
37. [Viral Infection].

B. SPECIFIED DISEASE BENEFITS

Subject to and expressly limited by all applicable definitions, exclusions, limitations, non-waiver provisions, waiting periods, and other provisions contained in this **Certificate**, as well as any exclusionary coverage riders, endorsements, or amendments attached to hereto, **We** promise to pay to or on behalf of each **Insured**, (independently and on a non-coordinated basis with any other type of insurance coverage the **Insured** may have in-force with **Us** or any other insurance carrier), the **Company Insurance Percentage** of the amount of professional fees and other applicable medical diagnostic or treatment expenses and charges that constitute **Covered Expenses** incurred by each **Insured** for the following described **Inpatient** and **Outpatient** services that are **Provided** as a result of a **Specified Disease**, but only after: (i) each applicable **Access Fee** amount in this Section has been first satisfied and deducted from such **Covered Expenses** and applied to the applicable **Insured** for payment; (ii) the amount of the **Calendar Year Deductible** has been first satisfied by deduction from such **Covered Expenses** and applied to the applicable **Insured** for payment; (iii) the amount of any

applicable **Separate Deductible For Non-Participating Providers** and **Failure to Pre-Certify Treatment Deductible** has been first satisfied by deduction from such **Covered Expenses** and applied to the applicable **Insured** for payment; and (iv) the applicable **Insured Coinsurance Percentage** of the **Covered Expenses** remaining after satisfaction of all applicable deductibles and **Access Fees** is, likewise, satisfied by deduction from the remaining **Covered Expenses** and applied to the applicable **Insured** for payment:

1. INPATIENT HOSPITAL CONFINEMENT FOR SPECIFIED DISEASES:

a. INPATIENT HOSPITAL CARE FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** or a **Provider** in connection with admission and **Confinement** of an **Insured** at the **Hospital** due to **Specified Diseases**:

- 1) **Hospital** - semi-private daily room and board;
- 2) **Intensive Care Unit** of the **Hospital** - daily room and board (Note, daily room and board will be at the semi-private rate for admission to units or areas of the applicable **Hospital** which are step-down units from the **Intensive Care Unit**, including, sub-acute intensive care units, progressive care units, intermediate care units, private monitored rooms, observation units or other facilities not meeting the standards set forth in the definition of an **Intensive Care Unit**);
- 3) **Hospital** miscellaneous medications, prescription drugs, services and supplies - (Note, miscellaneous charges by a **Hospital** for personal convenience items, including but not limited to television, telephone, internet and radio are not considered **Covered Expenses**); and
- 4) **Provider** Visits – (Note: limited one (1) **Provider** visit per treating **Provider** per day while the **Insured** is an **Inpatient** at a **Hospital**, and a maximum of sixty (60) **Provider** visits per **Hospital Confinement**. **Specified Disease Benefits** are not payable for professional fees for visits at the **Hospital** following surgery by a Surgeon, Anesthesiologist or Nurse Anesthetist whose professional fees in connection with the surgery constitute **Covered Expenses**, unless the visit is to evaluate or treat a **Specified Disease** other than that which resulted in the **Insured's** covered surgery).

b. INPATIENT SURGERY FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** and **Providers** received by an **Insured** in connection with **Inpatient** surgery performed at the **Hospital** due to **Specified Diseases**:

- 1) Primary Surgeon;
- 2) Assistant Surgeon – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for one assistant surgeon in connection with surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 3) Anesthesiologist or Nurse Anesthetist – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for either an anesthesiologist's or a nurse anesthetist's administration and monitoring of anesthesia administered during surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 4) Pathologist Fees – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for a pathologist's evaluation and/or interpretation of any tissue specimen removed during or in connection with such surgery); and
- 5) Second Surgical Opinion - Up to \$250 of professional fees for a second surgical opinion if:
 - a) the **Insured's Provider** determines that surgery is needed;
 - b) the surgery is not excluded from this **Certificate** or any riders, amendments or endorsements attached hereto;
 - c) the **Insured** is examined in person by another qualified **Provider** for the purpose of obtaining a second surgical opinion; and
 - d) the **Provider** issuing the second surgical opinion sends **Us** a written report.

However, **We** will not pay for the second surgical opinion if the **Provider** issuing the second surgical opinion performs or assists in the surgery.

c. BREAST RECONSTRUCTION FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** and a **Provider** received by an **Insured** in connection with **Breast Reconstruction** performed at a **Hospital**.

d. INPATIENT THERAPY FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** or a **Provider** in connection with the following types of therapy received by an **Insured** as an **Inpatient** at the **Hospital** due to a **Specified Disease** :

- 1) Radiation therapy;
- 2) Chemotherapy;
- 3) Occupational therapy;
- 4) Physical therapy (not to exceed 25 treatments or a maximum physical therapy **Specified Disease Benefit** payment of \$2,000 per **Calendar Year**, per **Insured**);
- 5) Rehabilitation therapy; and
- 6) Speech therapy.

This **Inpatient** therapy coverage does not include fees or expenses charged for spinal manipulations.

e. INPATIENT LABORATORY AND DIAGNOSTIC TESTS FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital** or a **Provider** in connection with the performance and interpretation of laboratory and diagnostic tests received by an **Insured** as an **Inpatient** at the **Hospital** due to **Specified Diseases**.

f. TRANSPLANTS FOR SPECIFIED DISEASES

When generally accepted medical indications and standards for transplantation (including grafts) have been met and all assessments required by the treating institution are successfully completed, then services **Provided** by a **Hospital** and **Providers** in connection with the performance of **Solid Organ Transplants, Bone Marrow Transplants, and/or Stem Cell Transplants** that are received by an **Insured** are covered.

The maximum amount of **Covered Expenses** allowed for professional fees of a **Provider** and facility fees for the harvesting of applicable donor organs or donor bone marrow is \$10,000 per transplant, to the extent that any **Specified Disease Benefit** hereunder remain and are available under the **Certificate** for the applicable **Insured** recipient. Any payment of donor expenses hereunder will be applied toward the satisfaction of the **Lifetime Transplant Maximum Per Insured**.

However, the amount of **Specified Disease Benefit** hereunder will be reduced by fifty (50) percent for any **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received that were not reviewed by **Us** prior to transplantation evaluation, testing or donor search. In addition, the following items/procedures are not covered under this **Certificate**:

- 1) any non-human (including animal or mechanical) **Solid Organ Transplant**;
- 2) transplants approved for a specific medical condition, but applied to another condition;
- 3) the purchase price of any organ, tissue, blood, bone marrow, cells, or stem cells that are sold and not donated;
- 4) any donor charge or donor expense incurred that does not constitute **Covered Expenses** allowed for professional fees and facility fees incurred in connection with the harvesting of applicable donor organs or donor bone marrow; and
- 5) any transplantation (including grafts) that does not constitute **Solid Organ Transplants, Bone Marrow Transplants, and/or Stem Cell Transplants**.

2. EMERGENCY ROOM AND OTHER OUTPATIENT COVERAGE FOR SPECIFIED DISEASES:

a. EMERGENCY ROOM SERVICES FOR SPECIFIED DISEASES

Subject to the **Emergency Room Access Fee**, services **Provided** by a **Hospital** or a **Provider** in the emergency room of the **Hospital** for the following items received by an **Insured** on an **Emergency** basis:

- 1) Emergency room services and supplies;
- 2) **Provider** services for surgery in the **Emergency Room** of the **Hospital**, if **We** are notified of such surgery within seventy-two (72) hours after such surgical procedure has been performed, or as soon thereafter as reasonably possible;
- 3) X-ray and laboratory examinations;
- 4) Prescription drugs administered prior to discharge from the **Emergency Room**;
- 5) Surgical dressings, casts, splints, trusses, braces and crutches received prior to discharge from the emergency room; and
- 6) Services of a registered nurse (R.N.) in the **Emergency Room** of a **Hospital**.

The **Emergency Room Access Fee** shall be waived by **Us** if such **Insured** is **Confined** in any **Hospital** within twenty-four (24) hours of such **Emergency Room** visit.

b. OUTPATIENT TREATMENT FOR SPECIFIED DISEASES

Services **Provided** by a **Hospital**, or an **Emergency Care Facility** in connection with the **Outpatient** treatment of **Specified Diseases** received by an **Insured**. Services **Provided** by a **Hospital** or a **Provider** in the emergency room of the **Hospital** are subject to the **Emergency Room Access Fee**.

c. EMERGENCY TRANSPORTATION TO HOSPITAL BY AMBULANCE FOR SPECIFIED DISEASES

Services **Provided** in connection with transportation of an **Insured** by either local ground ambulance or local air ambulance to the nearest **Hospital** that is appropriately staffed, equipped, available and suitable for the **Emergency** diagnosis, care and treatment of an **Insured's Specified Disease**. However, expenses charged for transportation to a **Hospital** by air ambulance are not payable or otherwise considered a **Specified Disease Benefit**, if such **Insured's** medical condition was not sufficiently acute or severe upon arrival at the **Hospital** to result in an **Inpatient** admission and **Confinement** in the **Hospital** immediately following the **Insured's** evaluation and treatment in the emergency room of such **Hospital**.

d. OUTPATIENT SURGERY FOR SPECIFIED DISEASES

The following services **Provided** by a **Hospital** or **Ambulatory Surgical Center** and **Providers** in connection with surgery performed on an **Insured** on an **Outpatient** basis for **Specified Diseases**:

- 1) **Hospital** or **Ambulatory Surgical Center** – (expenses that constitute **Covered Expenses** will be considered for **Specified Disease Benefit** payment for the pre-operation, operation and recovery rooms, as well as for medications, prescription drugs, and other miscellaneous items, services and supplies; provided that miscellaneous charges for any personal convenience items, including but not limited to television, telephone, and radio are not considered **Covered Expenses**);
- 2) Primary Surgeon;
- 3) Assistant Surgeon – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for one assistant surgeon in connection with surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);
- 4) Anesthesiologist or Nurse Anesthetist – (professional fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for either an anesthesiologist or a nurse anesthetist administration and monitoring of anesthesia, during surgery for which **Specified Disease Benefits** are payable hereunder for the professional fees of the primary surgeon);

- 5) Pathologist – (professional Fees that constitute **Covered Expenses** will be considered for a **Specified Disease Benefit** payment for a pathologist's evaluation and/or interpretation of any tissue specimen removed during or in connection with such surgery); and
- 6) Second Surgical Opinion - Up to \$250 of professional fees for a second surgical opinion if:
 - a) the **Insured's Provider** determines that surgery is needed;
 - b) the surgery is not excluded from this **Certificate** or any riders, amendments or endorsements attached hereto;
 - c) the **Insured** is examined in person by another qualified **Provider** for the purpose of obtaining a second surgical opinion; and
 - d) the **Provider** issuing the second surgical opinion sends **Us** a written report.

However, **We** will not pay for the second surgical opinion if the **Provider** issuing the second surgical opinion performs or assists in the surgery.

e. [OUTPATIENT LABORATORY AND DIAGNOSTIC TESTS FOR SPECIFIED DISEASES]

Subject to **Laboratory and Diagnostic Testing Access Fee**, if applicable, services **Provided** by a **Hospital**, or other medical facility in connection with the performance and interpretation of laboratory and diagnostic tests received on an **Outpatient** basis by an **Insured** due to **Specified Diseases**.]

f. [OUTPATIENT THERAPY FOR SPECIFIED DISEASES]

Services **Provided** by a **Hospital**, or other medical facility in connection with the following types of therapy received on an **Outpatient** basis by an **Insured** due to **Specified Diseases**:

- 1) Radiation therapy;
- 2) Chemotherapy;
- 3) Physical therapy (not to exceed 25 treatments or a maximum **Specified Disease Benefit** payment of \$2,000 per **Calendar Year** per **Insured**);
- 4) Rehabilitation therapy; and
- 5) Speech therapy.

This **Outpatient** therapy **Specified Disease Benefit** does not include fees or expenses charged for spinal manipulations.]

g. [DOCTOR OFFICE VISITS FOR SPECIFIED DISEASES]

Professional services **Provided** by a **Provider** during a **Medically Necessary** visit to the professional offices of such **Provider** for the purposes of evaluation, diagnosis and treatment of a **Specified Disease**.]

h. [OUTPATIENT PRESCRIPTIONS FOR SPECIFIED DISEASES]

Prescriptions filled by a **Participating Pharmacy**, but **Covered Expenses** for such **Prescriptions** shall not exceed, the amount of the cost of the least expensive drug, medicine or **Prescription Drug** that may be used to treat the **Insured's Specified Disease**, all in accordance with the following schedule:

- 1) If a **Generic Drug** is available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for either a **Brand Name Drug** or a **Preferred Brand Drug** that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of such **Generic Drug** at such pharmacy;
- 2) If a **Preferred Brand Drug** is available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for a **Brand Name Drug** that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of the **Preferred Brand Drug** at such pharmacy; and
- 3) If both a **Generic Drug** and a **Preferred Brand Drug** are available at the **Participating Pharmacy** selected by the **Insured** that may be taken by such **Insured** in substitute for a **Brand**

Name Drug that was prescribed for the **Insured**, the amount of **Covered Expenses** for such **Prescription** shall be limited to the cost of such **Generic Drug** at the pharmacy.

If **Prescription Drugs** are purchased by an **Insured** from a **Non-Participating Pharmacy**, then the amount of **Covered Expenses** for the purposes of calculating a benefit payment hereunder shall be limited to the amount of **Covered Expenses** that would have been incurred by such **Insured** if the **Prescription Drugs** had been purchased at a **Participating Pharmacy** instead of the **Non-Participating Pharmacy**.]

i. [HOME HEALTH CARE FOR SPECIFIED DISEASES

Services **Provided** to an **Insured** due to a **Specified Disease** for the care specified in a **Home Health Care Plan**, up to a **Covered Expense** maximum per day of 50% of the amount of the semi-private room rate of either (i) the **Hospital** where such **Insured** was **Confined** prior to the development of the **Home Health Care Plan**, or (ii) the **Skilled Nursing Home** where such **Insured** was a resident immediately prior to the development of the **Home Health Care Plan**. Such expenses incurred by an **Insured** as the result of a **Home Health Care Plan** are payable for an **Insured**, if:

- 1) The **Insured** had first been **Confined** in a **Hospital** or was a resident at a **Skilled Nursing Home** due to a **Specified Disease**;
- 2) The **Home Health Care Plan** of the **Insured** begins no later than thirty (30) days after discharge from the **Hospital** or **Skilled Nursing Home**; and
- 3) The **Home Health Care Plan** is for the same or related **Specified Disease** as the **Hospital** or **Skilled Nursing Home Confinement**.

A **Provider** must certify that the **Insured** would have to be in a **Hospital** or **Skilled Nursing Home** (and receive a level of care greater than **Custodial Care**) if **Home Health Care Plan** services had not been available.

Payment under this coverage is limited to a period of a maximum of 120 days during a twelve (12) consecutive month period.]

j. [HOSPICE CARE FOR SPECIFIED DISEASES

Services **Provided** to an **Insured** for **Hospice Care** due to a **Specified Dis**, if:

- 1) such **Hospice Care** is provided as the result of **Specified Disease** for which **Covered Expenses** were incurred by such **Insured** for **Hospital Confinement**;
- 2) the **Insured's Provider** certifies the life expectancy of the **Insured** is six (6) months or less; and
- 3) the **Insured's Provider** recommends a **Hospice Care** program.

Payment under this coverage is limited to a period of a maximum of six (6) consecutive months.]

k. [MEDICAL EQUIPMENT AND SUPPLIES FOR SPECIFIED DISEASES

Medical Equipment and supplies **Provided** to an **Insured** as a result of a **Specified Disease** which are **Covered Expenses** includes:

- 1) Blood, plasma, and derivatives, if not replaced;
- 2) Initial replacement of natural limbs and eyes when loss occurs while this **Certificate** is in force;
- 3) Initial permanent lens immediately following cataract surgery, except the replacements will not be covered;
- 4) Casts, non-dental splints, trusses, crutches and braces (except dental or orthodontic braces);
- 5) Rental (not to exceed the purchase price) of a wheelchair, hospital bed, or other durable portable medical equipment **Provided** to an **Insured** in each event required for therapeutic treatment of **Specified Diseases** on an **Outpatient** basis; and
- 6) Oxygen and its administration.]

I. [SKILLED NURSING HOME FOR SPECIFIED DISEASES]

Daily room and board and miscellaneous charges for other services **Provided** to an **Insured** due to **Specified Diseases** for residential care received in a **Skilled Nursing Home** for up to a maximum of 120 days in a twelve (12) month period, if:

- 1) the **Insured** has first been **Confined** in a **Hospital** for three (3) or more consecutive days;
- 2) the **Skilled Nursing Home** stay begins within thirty (30) days after discharge from the **Hospital**;
- 3) the **Skilled Nursing Home** stay is for the same or related a **Specified Disease** as the **Hospital Confinement**; and
- 4) the **Insured's Provider** certifies the need for **Skilled Nursing Home Confinement**.

m. [SUPPLIES AND SERVICES ASSOCIATED WITH THE TREATMENT OF DIABETES]

The following **Outpatient** services **Provided** to an **Insured** for care received during for the treatment of diabetes and associated conditions:

- 1) **Diabetes Equipment**;
- 2) **Diabetes Supplies**; and
- 3) **Diabetes Self-Management Training**.]

C. PRE-CERTIFICATION OF TREATMENT

If an **Insured** notifies and obtains from **Us** a certification that **Covered Expenses** are to be incurred due to a **Medically Necessary Hospital Confinement** or surgery, **We** will provide the **Specified Disease Benefits** for **Covered Expenses** as specified under the terms and provisions of this **Certificate** and any riders, amendments, or endorsements attached hereto.

Certification must be obtained prior to all **Inpatient** admissions, except in the case of an **Emergency** admission. In the event of an **Emergency Inpatient** admission, the **Insured** or his or her **Provider** must notify **Us** within seventy-two (72) hours of **Confinement**, or as soon thereafter as reasonably possible.

At the time notification of surgery is made, **We** will inform the **Insured** and his or her **Provider** if a second surgical opinion is required, at the expense of the **Company**, before certification will be given and will assign a length of stay if it is determined that **Inpatient Hospital** care is **Medically Necessary**. **We** may extend the length of stay upon the request of the **Insured** or **Provider** if **We** determine an extension is **Medically Necessary**. No **Specified Disease Benefits** will be provided under this **Certificate** for expenses that are determined not **Medically Necessary**.

Treatment provided at any time after initial certification that differs from the specific plan of care and treatment previously authorized requires re-certification by **Us**.

Pre-Certification of Treatment, services, and/or a length of stay is not a guarantee of **Specified Disease Benefits** under this **Certificate** or the **Group Specified Disease Insurance Policy**. All claims for **Specified Disease Benefits** under this **Certificate**, including claims for services and treatment that were pre-certified by **Us**, are subject to all terms, definitions, limitations, exclusions and restrictions contained in this **Certificate** and any riders, endorsements, or amendments attached hereto.

D. CLAIM PROCEDURES, INVESTIGATION AND PAYMENT

1. NOTICE OF CLAIM

Written notice of claim must be received by **Us** within thirty (30) days of the date that each **Covered Expense** is incurred by an **Insured**. If it is not reasonably possible for the notice of claim to be transmitted to **Us** so that it is received within such thirty (30) day period, then written notice of claim must be received by **Us** as soon thereafter as reasonably possible. A **Provider's** billing statement that is timely received by **Us** will suffice as a written notice of the claim under this Section. **Our** current address for

providing a written notice of claim is shown on Page 1. A written notice of claim should include the applicable **Insured's** name, the **Primary Insured's** name, the applicable **Provider's** name, and the **Certificate** number.

2. CLAIM FORMS AND ADDITIONAL INFORMATION TO BE PROVIDED

When **We** receive timely written notice of claim, **We** will normally send **You** a claim form to be completed, signed and returned. The general purpose of the claim form is to provide **Us** with general background information about the nature of the claim, which information may be necessary in order to complete a proper proof of loss. If this claim form is not provided to **You** within fifteen (15) days, of **Our** timely receipt of written notice of the claim, then **You** will not be required to later complete, sign and return the written claim form, but may be required to provide other information, including a written authorization for the release of medical records and information, which in each event is necessary either for **Our** investigation of the claim or otherwise as part of the completion of a proper proof of loss. **We** must receive information requested within the time limit stated in the Section V. C. 3, PROOFS OF LOSS.

3. PROOFS OF LOSS

Written proof of a **Covered Expense** must be provided to **Us** within ninety (90) days after such **Covered Expense** is incurred by an **Insured**. If it was not reasonably possible for **You** to give **Us** proof in the time required, **We** will not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof of loss required must be provided no later than one (1) year from the date the **Covered Expense** was incurred by the **Insured** unless **You** are legally incompetent or otherwise physically unable to act.

4. CLAIMS REVIEW, INVESTIGATION, ADJUSTMENT AND ADJUDICATION

As written notice of claims, completed claim forms, signed authorizations for release of medical authorizations, medical records, and other written information from **Insureds** and **Providers** are received and reviewed additional investigation, requests for information and other matters may occur in connection with the completion of a proper proof of loss, adjustment and adjudication of the claim. At **Our** expense, **We** have the right to have the **Insured** examined by a **Provider** of **Our** choice as often as is reasonably necessary while a claim or other benefit determination is pending. Information received during the review and investigation of a claim will be considered, as applicable, in connection of whether a timely and proper proof of loss has been completed. After **Our** investigation has been completed, claims will be adjusted and adjudicated in accordance with the coverage under this **Certificate** that was in force on the date the applicable expense was incurred. Part of the adjustment and adjudication process includes a determination of the amount of **Covered Expense** incurred by the **Insured** for the applicable services rendered. This determination will normally require communication with the network with whom the applicable **Provider** was contracted at the time the service was rendered, as well as other matters. Once a decision has been made on a claim and this decision has been processed, an explanation of benefits form will be transmitted to the **Primary Insured** and each applicable **Provider**.

5. PAYMENT OF CLAIMS

The applicable portion of **Covered Expenses** incurred by an **Insured**, which are owed by the **Company** under this **Certificate**, will be paid to the **Primary Insured**, unless the right to such payment was previously assigned to a **Provider** for direct payment. Upon the death of the **Primary Insured**, the unpaid amount of any applicable **Covered Expenses** incurred by an **Insured**, which are owed by the **Company** under this **Certificate**, will be paid to the **Beneficiary**, unless the right to such payment was previously assigned to a **Provider** for direct payment. Any claim payment made by **Us** in good faith will fully discharge **Our** liability under this **Certificate** for such claim to the extent of the amount of such good faith payment.

6. TIME OF PAYMENT OF CLAIMS

We will make payments due promptly once a decision has been made on a claim and this decision has been processed.

Payment shall be treated as being made on the date a draft or valid instrument was placed in the United States mail to the last known address of the applicable **Primary Insured, Provider, or Beneficiary** in a properly addressed, postpaid envelope, or, if not so posted, on the date of delivery.

A **Specified Disease Benefit** payment owed by **Us** under this **Certificate**, but not paid within thirty (30) days after the date of **Our** receipt of a proper proof of loss and the completion of **Our** investigation of the claim, will be considered past due. **We** will pay interest on any past due **Specified Disease Benefit** payment amount at the rate of one and one-half percent per month commencing on the thirty first (31st) day after the completion and **Our** receipt of a proper proof of loss and the completion of **Our** investigation of the claim until the date such payment is tendered by **Us**.

VI. DEDUCTIBLES

A. CALENDAR YEAR DEDUCTIBLE

No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** incurred by an **Insured**, until after the **Calendar Year Deductible** is satisfied and fully payable each **Calendar Year** by such **Insured**. The amount of the **Calendar Year Deductible** is shown on the **Certificate Schedule** and applies per **Calendar Year** separately to each **Insured**.

In addition to the **Calendar Year Deductible**, the **Separate Deductible For Non-Participating Providers** will apply to services rendered by **Non-Participating Providers**.

Neither (i) the amount of the **Separate Deductible For Non-Participating Providers**, nor (ii) the amount of the **Failure to Pre-Certify Treatment Deductible** may be used to satisfy the **Calendar Year Deductible**.

B. SEPARATE DEDUCTIBLE FOR NON-PARTICIPATING PROVIDERS

No **Specified Disease Benefits** are payable under this **Certificate** for services rendered by **Non-Participating Providers** until after the amount of the **Calendar Year Deductible** and the **Separate Deductible For Non-Participating Providers** are satisfied and fully payable. The amount of the **Separate Deductible For Non-Participating Providers** is shown on the **Certificate Schedule** and applies per **Calendar Year** separately to each **Insured**.

Neither (i) the amount of the **Calendar Year Deductible** nor (ii) the amount of the **Failure to Pre-Certify Treatment Deductible** may be used to satisfy the **Separate Deductible For Non-Participating Providers**.

C. SEPARATE DEDUCTIBLE FOR FAILURE TO PRE-CERTIFY TREATMENT

An additional deductible in the amount of \$1,000, the **Failure to Pre-Certify Treatment Deductible**, will be applied to **Covered Expenses** before the **Company Insurance Percentage** is payable under this **Certificate** for each (i) **Inpatient Hospital Confinement**, and (ii) surgery, if **Pre-Certification of Treatment** is not obtained. No **Specified Disease Benefits** are payable under this **Certificate** for any **Covered Expenses** that are subject to the **Failure to Pre-Certify Treatment Deductible** until after the amount of any such **Failure to Pre-Certify Treatment Deductible** is satisfied and fully payable by either **You** or such **Insured**.

D. FAMILY CALENDAR YEAR DEDUCTIBLE MAXIMUM

Once a [combined] total of [one, two or three] [(1), (2), or (3)] **Calendar Year Deductible[s]** [have/has] been satisfied in any **Calendar Year** by any [three (3)] **Insured[s]**, no additional **Calendar Year Deductible** will be assessed by **Us** in connection with medical treatment and services rendered to any other **Insured** during the remainder of such **Calendar Year**.

VII. LIMITATIONS, EXCLUSIONS AND NON-WAIVER

A. LIMITATIONS-WAITING PERIODS

Coverage under this **Certificate** is limited as provided by the definitions, limitations, exclusions, and terms contained in each and every Section of this **Certificate**, as well as the following limitations and waiting periods:

1. Any treatment, medical service, surgery, medication, equipment, claim, loss or expense received, purchased, leased or otherwise incurred as a result of an **Insured's Pre-existing Condition** is not covered under this **Certificate** unless such treatment, medical service, surgery, medication, equipment, claim, loss or expense constitutes **Covered Expenses** incurred by such **Insured** more than twelve (12) months after the **Issue Date**, and such treatment, medical service, surgery, medication, equipment, claim, loss or expense are not otherwise limited or excluded by this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
2. Any **Specified Disease** loss or expense which results from the diagnosis, care or treatment of hernia, [Disease of the Reproductive System,] hemorrhoids, varicose veins, tonsils and/or adenoids, or otitis media shall be covered under this **Certificate** only if (i) such loss or expense constitutes **Covered Expenses** incurred by an **Insured** after this **Certificate** has been in force for a period of six (6) months from the **Issue Date**, (ii) such **Specified Diseases** are not otherwise limited or excluded by this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**, (iii) care for such **Specified Disease** is **Provided** on an **Emergency** basis, and (iv) such **Specified Disease** is not a **Pre-existing Condition**;
3. If as the result of an **Emergency** treatment of a **Specified Disease** services are rendered for an **Insured** by a **Non-Participating Provider** when a **Participating Provider** was not reasonably available in connection with either (i) on an **Outpatient** basis in the emergency room of a **Hospital** or (ii) an **Emergency Inpatient** admission to a **Hospital**, then the **Covered Expenses** incurred will be reimbursed by **Us** as if such **Non-Participating Provider** were a **Participating Provider** up to the point when the **Insured** can be safely transferred to a **Participating Provider**. If the **Insured** refuses or is unwilling to be transferred to the care of a **Participating Provider** after such **Insured** can be safely transferred, then reimbursement shall thereafter be reduced to the **Company's Insurance Percentage for Non-Participating Providers**;
4. **Specified Disease Benefits** under this **Certificate** for any **Insured** who is eligible for or has coverage under **Medicare**, and/or amendments thereto, regardless of whether such **Insured** is enrolled in **Medicare** shall be limited to only the **Usual and Customary** charges for services, supplies, care or treatment covered under this **Certificate** that are not or would not have been payable or reimbursable by **Medicare** and/or its amendments (assuming such enrollment), subject to all provisions, limitations, exclusions, reductions and maximum benefits set forth in this **Certificate**;
5. [Two-Five million dollars (\$2,000,000-\$5,000,000)] is the maximum total amount of all applicable annual increases in the **Lifetime Certificate Maximum Per Insured** that can be conditionally received after the **Issue Date** pursuant to Section VIII. INCREASE IN THE LIFETIME CERTIFICATE MAXIMUM of this **Certificate**; and
6. Except as contained and specifically set forth in the INCREASE IN THE LIFETIME CERTIFICATE MAXIMUM Section of this **Certificate**, there shall be no increase in the amount of the **Lifetime Certificate Maximum Per Insured**.

B. EXCLUSIONS

Coverage under this **Certificate** is limited as provided by the definitions, limitations, exclusions, and terms contained in each and every Section of this **Certificate**. In addition, this **Certificate** does not provide coverage for the amount of any professional fees or other medical expenses or charges for treatments, care, procedures, services or supplies incurred for the diagnosis, care or treatment charged to an **Insured** or any payment obligation for **Us** under this **Certificate** for any of the following, all of which are excluded from coverage:

1. any cost item, charge or expense which does not constitute **Covered Expenses**;
2. any accidental bodily injury suffered by an **Insured**;

3. any disease, ailment, illness or sickness that is not a **Specified Disease**;
4. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** before the **Certificate Issue Date**;
5. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** after an **Insured's** coverage under this **Certificate** terminates, regardless of when the sickness or disease occurred, except as **Provided** in the EXTENSION OF BENEFITS provision;
6. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured**, which exceed the **Lifetime Certificate Maximum Per Insured**;
7. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** which exceed the **Lifetime Transplant Maximum Per Insured** for all **Solid Organ Transplants, Bone Marrow Transplants, and Stem Cell Transplants** received by each **Insured** including any applicable expense for professional fees and facility fee incurred in connection with harvesting the applicable donor organ or donor bone marrow for the purposes of such transplantation;
8. [any **Prescription Drugs**];
9. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** and contained on a billing statement to the **Insured** which exceeds the amount of the **Maximum Allowable Charge**;
10. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured**, which **You** or **Your** covered family members are not required to pay;
11. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** for which the **Insured** and/or any covered family members are not legally liable for payment;
12. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** for which the **Insured** and/or any covered family members were once legally liable for payment, but from which liability the **Insured** and/or family members were forgiven and released by the applicable **Provider** without payment or promise of payment;
13. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** from any state or federal government agency, including the Veterans Administration unless, by law, an **Insured** must pay for such services;
14. any medical care, service, treatments, procedures, or supplies received, provided to, or incurred by an **Insured** as a result of experimental procedures or treatment methods not approved by the American Medical Association or other appropriate medical society;
15. any eyeglasses, contact lenses, radial keratotomy, lasik surgery, hearing aids and exams for their prescription or fitting;
16. any Cochlear implants;
17. any voluntary abortions, abortifacients or any other drug or device that terminates a pregnancy;
18. any services **Provided** by **You** or a **Provider** who is a member of an **Insured's** family;
19. any medical condition excluded by name or specific description by either this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
20. any treatment, care, procedures, services or supplies incurred by an **Insured** which were caused or contributed to by such **Insured's** being intoxicated or under the influence of any drug, narcotic or hallucinogens unless administered on the advice of a **Provider**, and taken in accordance with the limits of such advice;
21. any medical condition excluded by name or specific description by either this **Certificate** or any riders, endorsements, or amendments attached to this **Certificate**;
22. any cosmetic surgery or reconstructive procedures, except for **Medically Necessary** cosmetic surgery or reconstructive procedures performed under the following circumstances: (i) where such cosmetic surgery is incidental to or following surgery resulting from **Bacterial Infection** or **Viral Infection**; (ii) to correct a normal bodily function in connection with the treatment of a covered **Specified Disease**; or (iii) such cosmetic surgery constitutes **Breast Reconstruction** that is incident to a **Mastectomy**; provided any of the above occurred while the **Insured** was covered under this **Certificate**.
23. any treatment, care, procedures, services or supplies for breast reduction or augmentation or complications arising from these procedures;
24. any treatment, care, procedures, services or supplies for voluntary sterilization, reversal or attempted reversal of a previous elective attempt to induce or facilitate sterilization;
25. any treatment, care, procedures, services or supplies for treatment of infertility, including fertility hormone therapy and/or fertility devices for any type fertility therapy, artificial insemination or any other direct conception;

26. any treatment, care, procedures, services or supplies for any operation or treatment performed, **Prescription** or medication prescribed in connection with sex transformations or any type of sexual or erectile dysfunction, including complications arising from any such operation or treatment;
27. any treatment, care, procedures, services or supplies for appetite suppressants, including but not limited to, anorectics or any other drugs used for the purpose of weight control, or services, treatments, or surgical procedures rendered or performed in connection with an overweight condition or a condition of obesity or related conditions;
28. any treatment, care, procedures, services or supplies (including **Prescriptions**) incurred for the diagnosis, care or treatment of Attention Deficit Disorder (ADD) or Attention Deficit Hyperactivity Disorder (ADHD);
29. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of **Mental, Nervous and Emotional Disorders**;
30. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of autism;
31. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of **Alcoholism**, addiction to illegal drugs or substances, and/or abuse or illegal drugs or substances;
32. any treatment care, procedures, services or supplies incurred for the diagnosis, care or treatment of cirrhosis of the liver;
33. any treatment, care, procedures, services or supplies incurred for the diagnosis, care or treatment of routine maternity or any other expenses related to normal labor and delivery, including routine nursery charges and well-baby care;
34. any contraceptives, oral or otherwise, whether medication or device, regardless of intended use;
35. any fluoride products;
36. any intentional misuse or abuse of **Prescription Drugs**, including **Prescription Drugs** purchased by an **Insured** for consumption by someone other than such **Insured**;
37. any spinal manipulations;
38. any programs, treatment or procedures for tobacco use cessation;
39. any charges for blood, blood plasma, or derivatives that has been replaced;
40. any treatment, care, procedures, services or supplies of Temporomandibular Joint Disorder (TMJ) and Craniomandibular Disorder (CMD);
41. [any treatment received outside of the United States, except as provided for in the EXTRATERRITORIAL MEDICAL EXPENSES provision;] and
42. any services or supplies for personal convenience, including custodial care or homemaker services, except as provided for in this **Certificate**.

C. NON-WAIVER

1. Billed charges for medical care and treatment received by all **Insureds** during a **Calendar Year** that are considered and applied by **Us** under Section VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM, does not mean **We** have any liability for coverage or the payment of any **Specified Disease Benefits** under the **Certificate** for the illness that resulted in such expenses, and any such mistake and error by **Us** shall not constitute a waiver of or modification to any of the conditions, terms, definitions, limitations or exclusions contained in either the **Certificate** or any exclusionary rider attached to the **Certificate**.
2. Expenses that are mistakenly applied by **Us** to the **Calendar Year Deductible** or erroneously paid by **Us** under any Section or provision of this **Certificate** shall not:
 - a) constitute a waiver of or modification to any conditions, terms, definitions or limitations contained in the **Certificate**, specifically including, but not by way of limitation, the definition of **Specified Disease**, **Medical Necessity** or **Covered Expenses**, the limitation of coverage under the **Certificate** for **Pre-existing Conditions**, as well as any exclusion, limitation and/or exclusionary riders which may be attached to the **Certificate**, or otherwise operate to alter, amend, affect, abridge or modify the **Certificate** to which it is attached;
 - b) create or establish coverage of any medical condition, illness, or disease under the **Certificate** or under any exclusion, limitation and/or exclusionary riders which may be attached to the **Certificate**; or
 - c) affect, alter, amend, abridge, constitute or act as a waiver of the **Company's** ability to rely upon, assert and apply such terms, definitions, limitations or exclusions of the **Certificate** or any amendments thereto.

VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM

A. CONDITIONAL ANNUAL INCREASE

Notwithstanding the amount of the **Lifetime Certificate Maximum Per Insured** stated on the **Certificate Schedule**, but subject to all applicable definitions, exclusions, limitations, non-waiver, and provisions contained in the **Certificate**, as well as all riders, endorsements, and amendments attached to the **Certificate**, **We** will automatically increase the amount of the **Lifetime Certificate Maximum Per Insured** on each anniversary of the **Issue Date** while coverage under the **Certificate** has remained in full force and effect on the following terms and conditions:

1. \$125,000 FIRST ANNIVERSARY OF ISSUE DATE

\$125,000 shall be added to the amount shown on the **Certificate Schedule** for the **Lifetime Certificate Maximum Per Insured** on the first anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **First Certificate Year**, is greater than the amount of the **Calendar Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**, but the amount of such billed medical charges is less than twice the amount of such **Calendar Year Deductible** applicable to such **Insureds**.

2. \$250,000 FIRST ANNIVERSARY OF ISSUE DATE

\$250,000 shall be added to the amount shown on the **Certificate Schedule** for the **Lifetime Certificate Maximum Per Insured** on the first anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **First Certificate Year** is less than the amount of the **Calendar Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**.

3. \$125,000 SUBSEQUENT CERTIFICATE YEARS

\$125,000 shall be added to the then current amount of the **Lifetime Certificate Maximum Per Insured** on each subsequent anniversary of the **Issue Date**, if the total amount of all billed charges for medical care and treatment received by all **Insureds** and submitted to **Us** for consideration during the **Subsequent Certificate Year** that immediately precedes such anniversary of the **Issue Date** is greater than the amount of the **Calendar Year Deductible** shown on the **Certificate Schedule**, but the amount of such billed medical charges is less than twice the amount of such **Calendar Year Deductible** applicable to such **Insureds**.

4. \$250,000 SUBSEQUENT CERTIFICATE YEARS

\$250,000 shall be added to the then current amount of the **Lifetime Certificate Maximum Per Insured** on each subsequent anniversary of the **Issue Date**, if the total amount of all billed medical charges received by all **Insureds** and submitted to **Us** for consideration during the **Subsequent Certificate Year** that immediately precedes such anniversary of the **Issue Date** is less than the amount of the **Calendar Year Deductible** applicable to such **Insureds** as shown on the **Certificate Schedule**.

However, the maximum total amount of all applicable annual increases in the **Lifetime Certificate Maximum Per Insured** pursuant to this Section shall not exceed the sum of two million dollars.

IX. UNIFORM PROVISIONS

A. ENTIRE CONTRACT- CHANGES

The entire contract between **You** and the **Company** consists of the **Group Specified Disease Insurance Policy**, this **Certificate**, including **Your** application, which is attached hereto, and any amendments, riders, or

endorsements attached to this **Certificate**. All statements made by **You** will, in the absence of fraud, be deemed representations and not warranties. No statement made by an applicant for insurance will be used to contest the insurance or reduce the **Specified Disease Benefits** unless contained in a written application, which is signed by the applicant. No agent may:

1. change, alter or modify the **Group Specified Disease Insurance Policy**, this **Certificate**, or any amendments, riders, or endorsements attached to this **Certificate**;
2. waive any provisions of the **Group Specified Disease Insurance Policy**, this **Certificate**, or any amendments, riders, or endorsements attached to this **Certificate**;
3. extend the time period for payment of premiums under this **Certificate**; or
4. waive any of the **Company's** rights or requirements.

No change in the **Group Specified Disease Insurance Policy** or this **Certificate** will be valid unless it is:

1. noted on or attached to the **Group Specified Disease Insurance Policy** or this **Certificate**;
2. signed by one of **Our** officers; and
3. delivered to the **Primary Insured**, as shown on the **Certificate Schedule**.

B. TIME LIMIT ON CERTAIN DEFENSES

After two (2) years from the effective date of coverage, only fraudulent misstatements in the enrollment application may be used to void this **Certificate** or deny any claim for a loss occurring after the two (2) year period.

No claim for a **Covered Expense** charged after two (2) years from the **Insured's** effective date of coverage will be reduced or denied because a medical condition, not excluded by name or specific description, existed before the effective date of coverage.

D. CONFORMITY WITH STATE STATUTES

Any provision of this **Certificate** or the **Group Specified Disease Insurance Policy** which, on its effective date, is in conflict with the laws of the state in which **You** live on that date, is amended to conform to the minimum requirements of such laws.

E. MISSTATEMENT OF AGE

If the age of an **Insured** has not been stated correctly, his or her correct age will be used to determine (i) the amount of insurance for which he or she is entitled, (ii) the effective date of termination of insurance, and (iii) any other rights or **Specified Disease Benefits** under this **Certificate** or the **Group Specified Disease Insurance Policy**.

Premiums will be adjusted if too much or too little was paid due to the misstatement.

F. NONDISCLOSED MEDICAL HISTORY, MEDICAL CONDITIONS AND RELATED INFORMATION

During the first two (2) years coverage under this **Certificate** is in force it may be modified as provided below if, within that time, **We** discover that a medical condition or other material information was mistakenly not disclosed to **Us**:

1. The coverage under this **Certificate** will stay in force with no change in **Specified Disease Benefits**, or premiums if the disclosure of such condition would not have affected the way the **Certificate** was issued.
2. If the disclosure would have resulted in coverage not being issued to an **Insured**, **We** will return all premium paid, less any **Specified Disease Benefit** paid for that person during the time the coverage was in force in error. The coverage for that person shall be void from the **Issue Date**.

3. If the disclosure would have resulted in coverage under this **Certificate** being issued either: (a) at an increased premium, or (b) with an endorsement eliminating that condition from coverage, **We** will either (i) have **You** pay the increased rate beginning with the **Issue Date** (if **You** do not pay the increased premium within thirty (30) days after receiving **Our** notice, **We** will refund all premium paid less any **Specified Disease Benefit** paid, and the coverage under this **Certificate** will be void from the **Issue Date**); or (ii) add an endorsement to the **Certificate** to exclude that condition from coverage. The endorsement must be signed by **You** to put this change in effect. If **You** do not return a signed copy of the endorsement within thirty (30) days after receiving it, **We** will refund all premiums paid less any **Specified Disease Benefit** paid, and the **Certificate** will be void from the **Issue Date**.

This Section does not apply to any fraudulent misrepresentations that are made, which in all events can result in rescission of any coverage issued as a result of such fraudulent misrepresentations.

G. LEGAL ACTION

No action at law or in equity will be brought to recover on this **Certificate** prior to the expiration of sixty (60) days after proof of loss has been filed as required by this **Certificate**; nor will any action be brought after three (3) years from the expiration of the time within which proof of loss is required by this **Certificate**.

[H. EXTRATERRITORIAL MEDICAL EXPENSES

Covered Expenses charged in any jurisdiction outside the United States of America (U.S.) or its territories or possessions shall be reimbursed under the terms and conditions of this **Certificate** in U.S. currency at the rate of exchange between the U.S. dollar and the benchmark currency of the foreign jurisdiction on the date such **Covered Expenses** were incurred.]

THIS CONCLUDES THIS CERTIFICATE
